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# **Your Health Benefits**

The Plan described in the following pages of this Booklet is a benefit plan of the Employer. These benefits are not insured with Aetna Life Insurance Company ("Aetna") but will be paid from the Employer's funds. Aetna will provide certain administrative services under the Plan as outlined in the Contract between Aetna and the Contractholder.

The following health expense benefits will apply to you only if you have elected such coverage by returning your signed form in accordance with the enrollment procedures of this Plan.

This section explains the main features of the Plan. It includes a corresponding "Summary of Coverage."

Summary of Coverage: Managed Choice (POS) Booklet Base: Managed Choice (POS)

Issue Date: January 1, 2000 Effective Date: January 1, 2000

# **Summary of Coverage**

**Employer:** The Department of Defense

Nonappropriated Fund Health Benefits Program

**ASC**: 721027

**SOC**: Managed Choice (POS)

**Issue Date**: January 1, 2000

**Effective Date**: January 1, 2000

The benefits shown in this Summary of Coverage are available for you and your eligible dependents.

## **Eligibility**

#### Your Coverage

You are in an Eligible Class if you are:

- a Regular Full-Time (RFT) or Regular Part-Time (RPT) civilian employee scheduled
  to work at least 20 hours per week, who is paid on the U.S. dollar payroll, and who
  is a U.S. citizen or resident alien living in the United States,
  the District of Columbia, Puerto Rico or Guam, or
- a Retiree who is eligible to continue participation in the Department of Defense Nonappropriated Fund Health Benefits Program, and

you live in a designated Managed Choice Service Area.

Your Eligibility Date, if you are then in an Eligible Class, is the Effective Date of this Plan. Otherwise, it is the date you become part of an Eligible Class.

The following groups are not in an Eligible Class:

Flexible employees.

#### **Dependents**

#### You may cover your:

- wife or husband, including a common-law wife or husband in those states that recognize common-law marriages.
- unmarried children under 19 years of age.
- unmarried children under age 25 who are full-time students in actual attendance at an
  accredited educational institution, are not working on a regular full-time basis, and
  depend on you for support.
- any child over the maximum age who is determined to be incapable of self-support due to a handicap.

Your children include:

- Your biological children.
- · Your adopted children.
- Your step-children who either live with you or are dependent upon you for support.
- Any other child who is not your biological, adopted, or step-child, but who lives with
  you and is dependent upon you for financial support. Evidence proving dependency is
  required in the form of documentation of legal guardianship or inclusion of the child on
  your income taxes.

No person may be covered both as an employee and dependent and no person may be covered as a dependent of more than one employee.

## **Enrollment Procedure**

Your enrollment packet will include a form to complete. This form will allow your Employer to deduct your contributions from your pay to cover your contributions for the plan you elect during enrollment.

IMPORTANT! You must sign, date and return the completed enrollment form to your Human Resources Manager WITHIN 31 DAYS of your Eligibility Date for you and your dependents to be covered. Your Human Resource Office representative will sign and date the enrollment form to acknowledge receipt. If you don't sign and return your form within 31 days of your Eligibility Date, you may not elect Health Expense Coverage until the next open enrollment period established by your Employer.

If you want DEPENDENT coverage for a newly eligible dependent (for example, you get married or have a baby), complete a new enrollment form (available from your Human Resources Manager) within 31 days of the Eligibility Date (i.e. date of marriage or baby's date of birth). When you elect DEPENDENT coverage, you must list all their names on the appropriate section of the enrollment form. If you do not request DEPENDENT coverage within 31 days of the Eligibility Date, you may not elect Health Expense Coverage for such dependent until the next open enrollment period established by your Employer.

**NOTE:** If you reside outside a designated Managed Care Service Area, you will be able to enroll in the Managed Choice (POS) plan if you will are willing to travel to the Managed Care Service Area to receive care. If you decide to enroll in the Managed Choice (POS) plan this way, you must remain in the Managed Choice (POS) plan until the next open enrollment.

## **Effective Date of Coverage**

#### Your Coverage

Your coverage will take effect on the later to occur of:

- your Eligibility Date; or
- the date you return your signed group coverage enrollment form to your Human Resource Manager.

If you do not sign and return your form within 31 days of your Eligibility Date, you will not be able to elect coverage until the next open enrollment period established by your Employer.

#### **Dependents**

Coverage for your dependents will take effect on the date yours takes effect if, by then, you have enrolled for dependent coverage. You should report any new dependents. This may affect your contributions. If you do not do so within 31 days of any dependent's Eligibility Date, you will not be able to elect coverage for such dependent until the next open enrollment period established by your Employer.

- If you have EMPLOYEE COVERAGE ONLY and you request DEPENDENT coverage for a *newly eligible* dependent **within 31 days** of their Eligibility Date, the effective date of DEPENDENT coverage is the date that the dependent first became eligible for coverage under the Plan.
- If you have EMPLOYEE COVERAGE and want to change to DEPENDENT coverage but did not request such coverage **within 31 days** of this Eligibility Date, you will not be able to elect coverage for such dependent until the next open enrollment period established by your Employer.

## Special Enrollment Procedures Under HIPAA

You will be able to elect coverage at any time after 31 days without waiting for the next open enrollment period if:

• you did not elect Health Expense Coverage for the person involved within 31 days of the date you were first eligible (or during an open enrollment) because at that time:

the person was covered under other "creditable coverage" as defined below; and

you stated, in writing, at the time you submitted the refusal that the reason for the refusal was because the person had such coverage; and

• the person loses such coverage because:

of termination of employment in a class eligible for such coverage;

of reduction in hours of employment;

your spouse dies;

you and your spouse divorce or are legally separated;

such coverage was COBRA like continuation and such continuation was exhausted; or

the other plan terminates due to the employer's failure to pay the premium or for any other reason; and

 you elect coverage within 31 days of the date the person loses coverage for one of the above reasons.

Coverage will be effect on the date of the change in status.

As used above, "creditable coverage" is a person's prior medical coverage as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Such coverage includes coverage issued on a group or individual basis; Medicare; Medicaid; military-sponsored health care; a program of the Indian Health Service; a state health benefits risk pool; the Federal Employees' Health Benefit Plan (FEHBP); a public health plan as defined in the regulations; and any health benefit plan under Section 5(e) of the Peace Corps Act.

Also, you will be able to elect coverage without waiting for the next open enrollment period if you did not elect, when the person was first eligible, Health Expense Coverage for:

- A spouse or child who meets the definition of a dependent, but you elect it later and within 31 days of a court order requiring you to provide such coverage for your dependent spouse or child. Such coverage will become effective on the date of the court order.
- Yourself, and you subsequently acquire a dependent, who meets the definition of a
  dependent, through marriage, and you subsequently elect coverage for yourself and
  any such dependent within 31 days of acquiring such dependent. Such coverage will
  become effective on the date of the election.
- Yourself, and you subsequently acquire a dependent, who meets the definition of a
  dependent, through birth, adoption, or placement for adoption, and you subsequently
  elect coverage for yourself and any such dependent within 31 days of acquiring such
  dependent. Such coverage will become effective on the date of the child's birth, the
  date of the child's adoption, or the date the child is placed with you for adoption,
  whichever is applicable.
- Yourself and your spouse, and you subsequently acquire a dependent, who meets the definition of a dependent, through birth, adoption, or placement for adoption, and you subsequently elect coverage for yourself, your spouse, and any such dependent within 31 days of acquiring such dependent. Such coverage will become effective on the date of the child's birth, the date of the child's adoption, or the date the child is placed with you for adoption, whichever is applicable.

# Health Expense Coverage

#### **Employees and Dependents**

Your Booklet spells out the period to which each maximum applies. These benefits apply separately to each covered person. Read the coverage section in your Booklet for a complete description of the benefits payable.

If a hospital or other health care facility does not separately identify the specific amounts of its room and board charges and its other charges, Aetna will use the following allocations of these charges for the purposes of the group contract:

Room and board charges: 40% Other charges: 60%

This allocation may be changed at any time if Aetna finds that such action is warranted by reason of a change in factors used in the allocation.

## **Prescription Drug Expense Coverage**

#### **Prescription DrugCoverage**

When the prescription is purchased through:	And the prescription is for a "generic" drug, the expense is covered at:	And the prescription is for a "brand-name" drug, the expense is covered at:
Mail Order Pharmacy - Express Pharmacy Services *	100% after a \$5 copay per prescription or refill for up to a 90-day supply	100% after a \$15 copay per prescription or refill for up to a 90-day supply **
A Participating Pharmacy	100% after a \$5 copay per prescription or refill up to a 30-day supply	100% after a \$15 copay per prescription or refill up to a 30-day supply**
A Non-Participating Pharmacy in the U.S.	No Coverage	No Coverage
Overseas Pharmacies	100% after deductible	80% after deductible

<sup>\*</sup> The Mail Order Pharmacy feature of the Prescription Drug Benefit is designed to be used by individuals using maintenance type medication for the treatment of chronic or long-term conditions such as, but not limited to, diabetes, arthritis, heart conditions and high blood pressure, for periods of 30 days or longer. This program covers any prescription drug covered by the Plan.

Copayments as listed above are to be paid at the Participating Pharmacy at the time of purchase. No other prescription drug benefits are payable. Do not submit prescription drug claims for prescription drugs obtained in the U.S.

<sup>\*\*</sup>If the prescriber does not indicate that a brand name drug has to be used to fill a prescription and there is a generic equivalent available, you will pay the \$15 copay plus a Separate Brand Name Fee (the difference between the cost of the brand name drug and the generic equivalent) if you decide you want the brand name drug. (See the "Benefit Amount" section in your Booklet for details).

Refills for prescription drugs will be filled in accordance with the terms of the Plan, provided that:

for a 10 to 30 day supply at least 50% of the prior prescription or refill has been used; or

for a supply greater than 30 days at least 75% of the prior prescription or refill has been used; or

for a supply furnished by a **mail order pharmacy** at least 60% of the prior prescription or refill has been used.

The date of the most recent prescription or refill will be used to determine the percentage used.

## **Comprehensive Medical Expense Coverage**

Note: Your Primary Care Physician coordinates your medical care, except care for the treatment of alcoholism, drug abuse, or a mental disorder. The Behavioral Health Care Coordinator (BHCC) coordinates your medical care for the treatment of alcoholism, drug abuse, and a mental disorder.

In order for the preferred level of benefits under your Comprehensive Medical Expense Coverage to apply to medical care:

- You must contact the BHCC, at the number shown on your ID card, <u>before</u> you receive any care for the effective treatment of alcoholism, drug abuse, or a mental disorder <u>and</u> you must follow the treatment which is recommended and approved by the BHCC.
- You must contact your Primary Care Physician <u>before</u> you receive any medical care which he or she coordinates.

#### **Exceptions:**

• Expenses incurred for the following services furnished by a Preferred Care Provider will be payable at the preferred level of benefits without referral by your Primary Care Physician if they are considered Covered Medical Expenses of this Plan:

One routine eye exam in 12 consecutive months;

Obstetrical and gynecological services (i.e., the types of services appropriately provided by, or under the direction of, an obstetrician or a gynecologist); and

A mammogram in accordance with the guidelines described in your Booklet; and

Other services, if identified by your Primary Care Physician as being available without his or her referral.

• Contact with your Primary Care Physician or the BHCC may take place <u>after</u> medical care is given to treat an "emergency condition", as defined in your Booklet. You must make this contact as soon as possible after the initial treatment.

All maximums included in this Plan are combined maximums between Preferred Care and Non-Preferred Care, where applicable, unless specifically stated otherwise.

#### **Certification Requirements**

You must obtain certification for certain types of Non-Preferred Care and Out-of-Area Dependent Care to avoid a reduction in benefits paid for that care. Read the Comp rehensive Medical Expense Benefits section of the Booklet for details of the types of care affected, how to get certification and the effect on your benefits for failure to obtain certification.

Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, Hospice Care and Skilled Nursing Care is required.

If you do not obtain certification, the following Penalty in the form of an Excluded Amount of coverage will apply:

Excluded Amount (Penalty)

Non-Preferred Care	\$ 500
Out-of-Area Dependent Care	\$ 500

This Penalty applies separately to each type of expense listed above.

NOTE: Obtaining certification for Hospital admissions is not required for participants receiving treatment outside the United States.

#### **Deductible and Copay Amounts**

Individual Calendar	Year Deductible
---------------------	-----------------

Preferred Care	\$0
Non-Preferred Care	\$ 400
Out-of-Area Dependent Care	\$ 200

Family Calendar Year Deductible

Preferred Care	\$0
Non-Preferred Care	\$ 1,200
Out-of-Area Dependent Care	\$ 600

Non-Preferred Emergency Room Deductible

or Preferred Emergency Room Copay \$50

This Emergency Room Deductible or Copay applies to Hospital Expenses incurred for emergency care provided by a **Non-Preferred Care Provider or a Preferred Care Provider.** If admitted, the Emergency Room Deductible or Copay will be waived.

Inpatient Hospital Per

Confinement Fee:

Preferred Care	\$ 200
Non-Preferred Care	\$ 400

**NOTE:** There is no cross-application between calendar year deductibles and Inpatient Per Confinement Fees. That is, if a person is hospitalized in a Non-Preferred hospital (and the stay is not an emergency as defined by this Plan), he/she must meet both the inpatient and calendar year deductibles before the plan pays any benefits.

*Lifetime Maximum Benefit:* There is no Lifetime Maximum Benefit (overall limit) that applies to the Comprehensive Medical benefits described in the Booklet. The only maximum benefit limits are those specifically mentioned in your Booklet.

#### The Benefits Payable

After any applicable deductible or copay amount, the Health Expense Benefits paid under this Plan in a calendar year are paid at the Payment Percentage which applies to the type of Covered Medical Expense which is incurred, except for any different benefit level which may be provided later in this Booklet.

If any expense is covered under one type of Covered Medical Expense, it cannot be covered under any other type. All maximums included in this Plan are combined maximums between Preferred Care and Non-Preferred Care, where applicable, unless specifically stated otherwise. All expenses are subject to Reasonable Charge limits as explained in your Booklet.

#### **Payment Percentage**

H	Preferred Care	Non-Preferred Care	Out-of-Area Dependent Care
Hospital Expenses			
Bonafide Emergency Room Treatment	100% after a \$ 50 Emergency Room copay per visit*	100% after a \$ 50 Emergency Room deductible per visit*	80% after deductible
Non-emergency use of the Emergency Room	50% after a \$ 50 Emergency Room copay per visit	50% after a \$ 50 Emergency Room deductible per visit	50% after deductible
Surgery Expenses	100% no copay	70% after deductible	80% after deductible
Board and Room	100% after \$200 inpatient per confinement fee	70% after \$400 inpatient per confinement fee	80% after deductible
Other Hospital Expenses	100% no copay	70% after deductible	80% after deductible

<sup>\*</sup>These amounts are waived if a person becomes confined in a hospital.

**NOTE:** The Private Room Limit is the institution's **semiprivate rate** (private rate if a private room is medically necessary).

Preferred Care Non-Preferred Care

Out-of-Area Dependent Care

Physician Expenses

Physician Expenses			
Office Care	100% after a \$15 copay per visit	70% after deductible	80% after deductible
Specialists Office Care on referral from your Primary Care Physician	100% after a \$15 copay per visit	70% after deductible	80% after deductible
Routine Physical Exam including Well Child Care to age 7*	100% no copay	No Coverage	100% no deductible
Annual Routine Gynecological Exam	100% no copay	No Coverage	100% no deductible
Annual Routine Mammogram for women age 35 and over	100% no copay	No Coverage	100% no deductible
Routine Eye Exam	100% after a \$15 copay	No Coverage	80% no deductible
Routine Hearing Exam	100% no copay	No Coverage	100% no deductible
Allergy Testing and Injections	100% after a \$15 copay	70% after deductible	80% after deductible
Surgery Performed in the Physician's Office	100% after a \$15 copay per visit	70% after deductible	100% no deductible up to first \$1,000 80% after deductible thereafter
Pregnancy Care	100% after \$15 copay for first visit, 100% no copay for subsequent treatment	70% after deductible	80% after deductible
<b>Preoperative Testing</b>	100% no copay	100% no deductible	100% no deductible
Second Surgical Opinion	100% no copay	100% no deductible	100% no deductible
Other Physician's Services	100% no copay	70% after deductible	80% after deductible

<sup>\*</sup>Please read your Booklet for specific age and frequency limitations.

Preferred Care Non-Preferred Care

Out-of-Area Dependent Care

#### Other Covered Medical Expenses

Medicai Expenses		T	
Convalescent Facility 90 days per calendar year	90%	70% after deductible	80% after deductible
Private Duty Nursing Care 70 8-hour shifts per calendar year	90%	70% after deductible	80% after deductible
Home Health Care 90 visits per calendar year	90%	70% after deductible	80% after deductible
Hospice Care Inpatient Care	100% no copay	100% no deductible	100% no deductible
Outpatient Care	100% no copay	100% no deductible	100% no deductible
Short-Term Rehabilitation	80%	80% after deductible	80% after deductible up to 60 visits per condition
Ambulance for emergency or certified care	100%	100% after deductible	80% after deductible
Durable Medical Equipment	80%	70% after deductible	80% after deductible
Hearing Aids Up to a \$500 lifetime maximum	100% no copay	100% no deductible	100% no deductible
Spinal Disorders 20 visits per calendar year	100% after a \$15 copay	70% after deductible	80% after deductible
Prescription Eyewear Reimbursement Up to \$75 per calendar year	100% no copay	100% no deductible	100% no deductible
All Other Covered Medical Expenses for which a Payment Percentage is not otherwise shown	100% no copay	70% after deductible	80% after deductible

Preferred Care Non-Preferred Care

Out-of-Area Dependent Care Family Planning Expenses

Vasectomy	100% after a \$100 copay	70% after deductible	100% up to first \$1,000 80% after deductible thereafter
Tubal Ligation	100% after a \$100 copay	70% after deductible	100% up to first \$1,000 80% after deductible thereafter

Alcoholism and Drug Abuse Expenses

Inpatient Treatment 45 days per calendar year	80% after a \$200 per confinement fee	60% after a \$400 per confinement fee	80% after deductible
Outpatient Treatment 45 visits per calendar year	100% after a \$ 25 copay	60% after deductible	80% after deductible

Mental Disorder Expenses

Inpatient Treatment	80% after a \$200 per confinement fee	60% after a \$400 per confinement fee	80% after deductible for the first 60 days 50% thereafter
Outpatient Treatment 45 visits per calendar year	100% after a \$ 25 copay	60% after deductible	80% after deductible

National Medical Excellence Travel and Lodging Expenses 100%

Lodging Expenses Maximum \$ 50.00 per night Travel and Lodging Maximum

\$ 10,000 per procedure or

treatment

#### **Payment (Out-of-Pocket) Limits**

These limits apply to Covered Medical Expenses except expenses applied against any copay amount and expenses for non-emergency care in an emergency room, and those paid at coinsurance percentage of 50% or less.

#### Payment (Out-of-Pocket) Limit Which Applies to Expenses for a Person

When a person's Covered Medical Expenses incurred for **Preferred Care**, for which no benefits are paid because of the Payment Percentage, reach \$ 2,000 in a calendar year, benefits will be payable at 100% for his/her Covered Medical Expenses to which this limit applies and which are incurred for **Preferred Care** in the rest of that calendar year.

When a person's Covered Medical Expenses incurred for **Non-Preferred Care**, for which no benefits are paid because of the deductible and the Payment Percentage, reach \$ 3,000 in a calendar year, benefits will be payable at 100% for his/her Covered Medical Expenses to which this limit applies and which are incurred for **Non-Preferred Care** in the rest of that calendar year.

#### Payment (Out-of-Pocket) Limit Which Applies to Expenses for a Family

When a family's Covered Medical Expenses incurred for **Preferred Care**, for which no benefits are paid because of the Payment Percentage, reach \$ 6,000 in a calendar year, benefits will be payable at 100% for all their Covered Medical Expenses to which this limit applies and which are incurred for **Preferred Care** in the rest of that calendar year.

When a family's Covered Medical Expenses incurred for **Non-Preferred Care**, for which no benefits are paid because of the deductible and the Payment Percentage, reach \$ 9,000 in a calendar year, benefits will be payable at 100% for all their Covered Medical Expenses to which this limit applies and which are incurred for **Non-Preferred Care** in the rest of that calendar year.

## Payment (Out-of-Pocket) Limit Which Applies to Expenses for an Out-of-Area Dependent

When a person's Covered Medical Expenses incurred for Out-of-Area Dependent Care, for which no benefits are paid because of the deductible and the Payment Percentage, reach \$2,000 in a calendar year, benefits will be payable at 100% for his/her Covered Medical Expenses to which this limit applies in the rest of that calendar year.

## Payment (Out-of-Pocket) Limit Which Applies to Expenses for an Out-of-Area Family

When a family's Covered Medical Expenses incurred for Out-of-Area Care, for which no benefits are paid because of the deductible and the Payment Percentage, reach \$ 6,000 in a calendar year, benefits will be payable at 100% for all their Covered Medical Expenses to which this limit applies in the rest of that calendar year.

NOTE: There is no cross-application between Preferred Care, Non-Preferred Care, or Out-of-Area Care Covered Medical Expenses. This means that expenses incurred for Preferred Care will only count toward the Preferred Care Payment Limit, expenses incurred for Non-Preferred Care will only count toward the Non-Preferred Care Payment Limit, and expenses incurred for Out-of-Area Care will only count toward the Out-of-Area Care payment limit.

#### **Pregnancy Coverage**

Benefits are payable for pregnancy-related expenses of female employees and dependents on the same basis as for a disease.

In the event of an inpatient confinement, such benefits will be payable for inpatient care of the covered person and any newborn child for: a minimum of 48 hours following a vaginal delivery; and a minimum of 96 hours following a cesarean delivery. If a person is discharged earlier, benefits will be payable for 2 post-delivery home visits by a health care provider.

The expenses must be incurred while the person is covered under this Plan. If expenses are incurred after the coverage ceases, no benefits will be paid.

*Prior Plans:* Any pregnancy benefits payable by previous group medical coverage will be subtracted from medical benefits payable for the same expenses under this Plan.

#### **Sterilization Coverage**

*Health Expense Coverage:* Benefits are payable for charges made in connection with any procedure performed for sterilization of a person, including voluntary sterilization.

## **Adjustment Rule**

If, for any reason, a person is entitled to a different amount of coverage, coverage will be adjusted as provided elsewhere in the plan document on file with your Employer.

Benefits for claims incurred after the date the adjustment becomes effective are payable in accordance with the revised plan provisions. In other words, there are no vested rights to benefits based upon provisions of this Plan in effect prior to the date of any adjustment.

## General

This Summary of Coverage replaces any Summary of Coverage previously in effect under your plan of health benefits. Requests for coverage other than that to which you are entitled in accordance with this Summary of Coverage cannot be accepted.

# Additional Information Provided by The Department of Defense Nonappropriated Fund Health Benefits Program

# Statement of Rights under the Newborns' and Mothers' Health Protection Act

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a delivery by cesarean section. However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48-hour (or 96-hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain precertification. For information on precertification, contact your plan administrator.

## Notice regarding Women's Health and Cancer Rights Act

Under this health plan, coverage will be provided to a person who is receiving benefits for a medically necessary mastectomy and who elects breast reconstruction after the mastectomy, for:

- (1) reconstruction of the breast on which a mastectomy has been performed;
- (2) surgery and reconstruction of the other breast to produce a symmetrical appearance;
- (3) prostheses; and
- (4) treatment of physical complications of all stages of mastectomy, including lymphedemas.

This coverage will be provided in consultation with the attending physician and the patient, and will be subject to the same annual deductibles and coinsurance provisions that apply for the mastectomy.

If you have any questions about our coverage of mastectomies and reconstructive surgery, please contact the Member Services number on the front of your ID card.

# Health Expense Coverage

Health Expense Coverage is expense-incurred coverage only and not coverage for the disease or injury itself. This means that this Plan will pay benefits only for expenses incurred while this coverage is in force. Except as described in any extended benefits provision, no benefits are payable for health expenses incurred before coverage has commenced or after coverage has terminated; even if the expenses were incurred as a result of an accident, injury, or disease which occurred, commenced, or existed while coverage was in force. An expense for a service or supply is incurred on the date the service or supply is furnished.

When a single charge is made for a series of services, each service will bear a pro rata share of the expense. The pro rata share will be determined by Aetna. Only that pro rata share of the expense will be considered to have been an expense incurred on the date of such service.

Aetna assumes no responsibility for the outcome of any covered services or supplies. Aetna makes no express or implied warranties concerning the outcome of any covered services or supplies.

Comprehensive Medical Expense Coverage is merely a name for the benefits in this section. It does not provide benefits covering expenses incurred for all medical care. There are exclusions, deductibles, copayment features and stated maximum benefit amounts. These are all described in the Booklet.

The Summary of Coverage outlines the Payment Percentages that apply to the Covered Medical Expenses described below.

#### **Covered Medical Expenses**

They are the expenses for certain **hospital** and other medical services and supplies. They must be for the treatment of an injury or disease.

Here is a list of Covered Medical Expenses.

#### **Hospital Expenses**

Inpatient Hospital Expenses

**Charges** made by a **hospital** for giving **board and room** and other **hospital** services and supplies to a person who is confined as a full-time inpatient.

#### For Preferred Care:

• If a private room is used, the daily **board and room** charge will be covered if:

the person's **Preferred Care Provider** requests the private room; and

the request is approved by Aetna.

• If the above procedures are not met, any part of the daily **board and room** charge which is more than the Private Room Limit is not covered.

#### For Non-Preferred and Out-of-Area Dependent Care:

Not included is any charge for daily **board and room** in a private room over the Private Room Limit, unless confinement in a private room is ordered by a physician due to medical necessity.

#### **Outpatient Hospital Expenses**

Charges made by a **hospital** for **hospital** services and supplies which are given to a person who is not confined as a full-time inpatient.

Hospital stays in the 50 states must be certified to obtain full benefits for Non-Preferred and Out-of-Area Dependent Care. (See the Coverage for details.)

#### **Routine Physical Exam Expenses and Well Child Care**

The charges made by your **Primary Care Physician** or a **Preferred Care Provider** upon referral by your **Primary Care Physician** for a routine physical exam given to you, your spouse, or your dependent child may be included as Covered Medical Expenses. A routine physical exam is a medical exam given by a **physician** for a reason other than to diagnose or treat a suspected or identified injury or disease. Included are:

- X-rays, laboratory and other tests given in connection with the exam; and
- Charges for one routine gynecological exa m, including pap smear during any calendar year; and
- Charges for one screening by mammography given to a female age 35 or over for the presence of occult breast cancer; and
- Charges in connection with one screening for cancer of the prostate, including a prostate specific antigen (PSA) test and a digital rectal exam, given to a male age 40 and over during any one calendar year; and
- Materials for the administration of immunizations for infectious disease and testing for tuberculosis.

#### For a dependent child:

To qualify as a covered physical exam, the **physician's** exam must include at least:

- a review and written record of the patient's complete medical history;
- a check of all body systems; and
- a review and discussion of the exam results with the patient or with the parent or guardian.

For all exams given to your dependent child, Covered Medical Expenses will not include charges for:

more than 6 exams performed during the first year of the child's life; and

more than one exam performed during each year of life thereafter.

For all exams given to you and your spouse, Covered Medical Expenses will not include charges for more than one exam per calendar year.

#### Limitations To Routine Physical Exam and Well Child Care Expenses

Not covered as Routine Physical Exam and Well Child Care Expenses are charges for:

- services which are covered to any extent under any other part of this Plan or any other group plan sponsored by your Employer;
- services which are for diagnosis or treatment of a suspected or identified injury or disease:
- exams given while the person is confined in a hospital or other place for medical care;
- services not given by a **physician** or under his or her direction;
- medicines, drugs, appliances, equipment or supplies;
- psychiatric, psychological, personality or emotional testing or exams;
- exams in any way related to employment;
- premarital exams;
- vision, hearing or dental exams;
- a **physician's** office visit in connection with immunization or testing for tuberculosis, except as provided for persons determined to be at high risk, as defined below, or.
- services and supplies furnished by a Non-Preferred Care Provider.

**NOTE:** These limitations apply to Routine Physical Exam and Well Child Care Expenses only. They may be included as Covered Expenses in other areas of your coverage.

#### **High-Risk Factors**

In addition to normal screenings and immunizations performed in connection with a routine physical exam, certain screenings and immunizations will be covered for persons identified as being at a higher risk for certain diseases or conditions. These procedures include the following:

#### Serum Cholesterol (HDL)

Testing for serum cholesterol will be provided once between two and six years of age, and once every five years thereafter for children with a family history (either a biological parent or grandparent) of premature cardiovascular disease\*, or where a biological parent has had hypercholosterolemia\*\*.

- \* Premature cardiovascular disease is defined as the onset of such a disease at an age equal to or less than fifty-five years old.
- \*\* Hypercholosterolemia is defined as a total cholesterol level greater than 240 mg/dl.

#### Tuberculin (PPD) Testing

For children, high-risk factors for tuberculosis will include but are not limited to:

- The child has had contact with adults with infectious tuberculosis.
- The child was born in a foreign country or region, or has parents who were born in a foreign country or region, where tuberculosis is common.
- The child exhibits clinical evidence of tuberculosis.
- The child is HIV seropostitve.
- The child has other medical conditions, including but not limited to, Hodgkin's disease, lymphoma, diabetes mellitus, chronic renal failure and malnutrition.
- The child is an incarcerated adolescent.
- The child is frequently exposed to: HIV infected individuals, homeless persons, users of intravenous drugs and other street drugs, poor and medically-indigent city dwellers, residents of nursing homes, or migrant farm workers.

Testing will be provided in accordance with your Routine Physical Exam and Well Child Care benefit when determined necessary.

For Adults, high-risk factors for tuberculosis will include but are not limited to:

- Persons with signs, symptoms, or laboratory abnormalities suggestive of clinically active tuberculosis.
- Recent contacts with persons known to have or suspected of having clinically active tuberculosis.
- Persons with HIV infection.
- Persons with abnormal chest x-rays compatible with past tuberculosis.
- Persons with other medical conditions that increase the risk for tuberculosis.
- Persons who have been determined to be part of a group at high risk of recent M. tuberculosis, such as immigrants from foreign countries where tuberculosis is common, medically underserved populations.

Testing will be provided in accordance with your Routine Physical Exam benefit when determined necessary.

#### Lead Screening

For children age 6 months through 6 years one screening will be performed if it is determined that there is a high risk of lead poisoning. High-risk factors include but are not limited to:

- Living in a dwelling built before 1960 with peeling or chipped paint, or where renovations have recently been made.
- Living near a factory where lead is used or released into the environment.
- A sibling, playmate, or other household member is currently being treated for lead poisoning.
- A household member has a job or hobby involving exposure to lead.

#### Hepatitis B Vaccination

Three doses will be provided for persons age 20 and over only if such person is determined to be in a high risk group. High-risk factors include but are not limited to:

- Persons with an occupational risk of contracting Hepatitis B.
- Hemodialysis patients.
- Individuals with bleeding disorders who receive blood products.
- Persons who have household or sexual contact with persons known to be Hepatitis B carriers.
- Persons who are intravenous illicit drug users.
- Persons who are sexually active homosexual or bisexual males.
- Persons who are heterosexual and who have or have had more than one sex partner in the past six months, or who have recently contracted a sexually transmitted disease.
- Persons who are international travelers to geographic areas where Hepatitis B is common.
- Persons who are inmates of long term correctional facilities.

#### Menginococcal Vaccination

One dose will be provided for children age 2 and over (or once for adults if it has not been previously administered) with one or more of the following high-risk factors:

- Persons with asplenia (sickle-cell disease).
- Persons with anatomic asplenia (surgical or congenital).

#### **Pneumovax**

One dose will be provided for children age 2 or older (or for adults if it has not been previously administered) with one or more the following high-risk factors:

- Persons infected with HIV or AIDS.
- Persons with asplenia (sickle-cell disease).
- Persons with anatomic asplenia (surgical or congenital).

#### **Routine Eye Exam Expenses**

Covered Medical Expenses include charges for a complete eye exam, including refraction, which is furnished by a legally qualified ophthalmologist or optometrist to a person.

Covered Medical Expenses will not include charges for more than one eye exam in 12 months in a row.

#### Limitations To Routine Eye Exam Expenses

Not included as Routine Eye Exam Expenses are charges for:

- any eye exam to diagnose or treat a disease or injury;
- drugs or medicines;
- any services or supplies which are included as covered expenses under any other benefit section included in this Plan or under any other plan of group benefits provided through your Employer;
- any services or supplies for which benefits are provided under any workers'
  compensation law or any other law of similar purpose, whether benefits are payable as
  to all or only part of the charges;
- any service or supply which does not meet professionally accepted standards;
- any service or supply received while the person is not covered;
- any exams given while the person is confined in a hospital or other facility for medical care:
- any eye exam required by an employer as a condition of employment, or an employer is required to provide under a labor agreement or is required by any law of a government, or
- any service or supply furnished by a Non-Preferred Care Provider.

**NOTE:** These limitations apply to Routine Eye Exam Expenses only. They may be included as Covered Expenses in other areas of your coverage.

#### **Prescription Eyewear Reimbursement**

Covered Medical Expenses will include those for medically necessary prescription eyewear (lenses, frames, and contact lenses). Covered expenses will be payable at 100%, not subject to the deductible, for any combination of medically necessary prescription eyewear. Covered expenses will not include charges for more than the Prescription Eyewear Reimbursement Maximum per calendar year, per person.

#### **Routine Hearing Exam Expenses**

Covered Medical Expenses include charges for an audiometric exam. The services must be performed by:

a physician certified as an otolaryngologist or otologist; or

an audiologist who either:

is legally qualified in audiology; or

holds a certificate of Clinical Competence in Audiology from the American Speech and Hearing Association in the absence of any applicable licensing requirements; and

who performs the exam at the written direction of a legally qualified otolaryngologist or otologist.

Covered Medical Expenses will not include charges for more than one hearing exam in 12 months in a row.

#### Limitations to Routine Hearing Exam Expenses

Not included as Routine Hearing Exam Expenses are charges for:

- any ear or hearing exam to diagnose or treat a disease or injury;
- · drugs or medicines;
- any hearing care service or supply which is a covered expense in whole or in part under any other part of this Plan or under any other plan of group benefits provided through your Employer;
- any hearing care service or supply for which a benefit is provided under any workers' compensation law or any other law of like purpose, whether benefits are payable as to all or only part of the charges;
- any hearing care service or supply which does not meet professionally accepted standards;
- any service or supply received while the person is not covered;
- any exams given while the person is confined in a hospital or other facility for medical care;
- any exam required by an employer as a condition of employment, or which an employer
  is required to provide under a labor agreement or is required by any law of a
  government, or
- any service or supply furnished by a Non-Preferred Care Provider.

**NOTE:** These limitations apply to Routine Hearing Exam Expenses only. They may be included as Covered Expenses in other areas of your coverage.

#### **Hearing Aid Expenses**

Covered Medical Expenses include charges for a hearing aid evaluation and audiometric exam, and for a hearing aid if installed in accordance with a prescription written during such exam, which is performed by:

a physician certified as an otolaryngologist or otologist; or

an audiologist who either:

is legally qualified in audiology; or

holds a certificate of Clinical Competence in Audiology from the American Speech and Hearing Association in the absence of any applicable licensing requirements; and

who performs the exam at the written direction of a legally qualified otolaryngologist or otologist.

#### Benefits After Termination of Coverage

If an individual's coverage terminates, expenses incurred for a hearing aid within 30 days of termination of the individual's coverage under the Plan will be considered to be a Covered Medical Expense if:

the prescription for the hearing aid was written; and

the hearing aid was ordered;

during the 30 days before coverage ended.

#### Limitations to Hearing Aid Expenses

No benefits will be payable as to the following:

Charges for a hearing aid which is included as a covered expense under any other benefit section of this Plan or under any other plan carried or sponsored by your employer.

Charges for a hearing aid for which benefits are provided under any workers' compensation law or any other law of similar purpose, whether benefits are payable as to all or only part of the charges.

Charges for a hearing aid which does not meet professionally accepted standards and charges for any hearing aid that is experimental.

Charges for batteries, for replacement of lost, stolen, or broken hearing aids, for replacement parts or repairs for hearing aids.

Charges for a hearing aid which is received while the individual is not covered or charges for hearing aids which are furnished or ordered as a result of a hearing exam which occurred prior to the date the individual became covered.

Charges in excess of the Hearing Aid Expense Lifetime Maximum.

**NOTE:** These limitations apply to Routine Hearing Aid Expenses only. They may be included as Covered Expenses in other areas of your coverage.

#### **Preoperative Testing Expenses**

Charges made by a **hospital**, **surgery center**, licensed diagnostic lab facility, or **physician**, in its own behalf, to test a person while an outpatient before scheduled surgery if:

- the tests are related to the scheduled surgery;
- the tests are done within the 7 days prior to the scheduled surgery;
- the person undergoes the scheduled surgery in a **hospital** or **surgery center**; this does not apply if the tests show that surgery should not be done because of his physical condition;
- the charge for the surgery is a Covered Medical Expense under this Plan;
- the tests are done while the person is not confined as an inpatient in a **hospital**;
- the charges for the tests would have been covered if the person was confined as an inpatient in a **hospital**;
- the test results appear in the person's medical record kept by the **hospital** or **surgery center** where the surgery is to be done; and
- the tests are not repeated in or by the **hospital** or **surgery center** where the surgery is done.

If the person cancels the scheduled surgery, benefits are paid at the payment percentage that would have applied in the absence of this benefit.

#### **Second Surgical Opinion Expense Benefit**

This Plan pays a benefit for charges of a physician for a second surgical opinion on the need or advisability of performing a surgical or oral surgical procedure

- for which the charges are a covered expense under this Plan;
- which is recommended by the first physician who proposed to perform the surgery; and

• which is not for an emergency condition.

A benefit is also paid for charges made for a third surgical opinion. This will be done when the second one does not confirm the recommendation of the first **physician** who proposed to perform the surgery.

A surgical opinion is:

- an exam of the person; and
- x-ray and lab work; and
- a written report by the **physician** who renders the opinion.

The surgical opinion must both:

- be performed by a **physician** who is certified by the American Board of Surgery or other specialty board; and
- take place before the date the proposed surgery is scheduled to be done.

Benefits are not paid for a surgical opinion if the **physician** who renders the surgical opinion is associated or in practice with the first **physician** who recommended and proposed to perform the surgery.

#### **Surgical Expenses**

These are the charges made by a physician for surgical services. Surgical Services are the services of the operating physician in performing a surgical procedure. A "surgical procedure" is:

- The incision or excision of any part of the body.
- The electrocauterization of any part of the body.
- The manipulative reduction of a fracture or dislocation.
- The suturing of a wound.
- Voluntary sterilization.
- The removal by endoscopic means of a stone or other foreign object from the larynx, bronchus, trachea, esophagus, stomach, urinary bladder or ureter.

Included as part of a "surgical procedure" are the following services of the operating physician:

- The usual and related preoperative care.
- The administering of anesthetic.
- The usual and related postoperative care.

#### Limitations to Surgical Expenses

Not covered as Surgical Expenses are charges for:

- Diagnostic laboratory and x-ray services.
- Drugs or medicines.
- Services of a resident physician or intern of a hospital.
- · Reversal of sterilization.

**NOTE:** These limitations apply to Surgical Expenses only. They may be included as Covered Expenses in other areas of your coverage.

#### **Outpatient Surgical Expenses**

Charges made in its own behalf by:

- A surgery center; or
- The outpatient department of a hospital;

for Outpatient Services and Supplies furnished in connection with a surgical procedure performed in the center or in a **hospital**. The procedure must meet these tests:

• It is not expected to:

result in extensive blood loss; require major or prolonged invasion of a body cavity; or involve any major blood vessels.

- It can safely and adequately be performed only in a surgery center or in a hospital.
- It is not normally performed in the office of a physician or a dentist.

#### **Outpatient Services and Supplies**

These are services and supplies furnished by the center or by a **hospital** on the day of the procedure.

#### Limitations to Outpatient Surgical Expenses

No benefit is paid for charges incurred while the person is confined as a full-time inpatient in a **hospital**.

**NOTE:** These limitations apply to Outpatient Surgical Expenses only. They may be included as Covered Expenses in other areas of your coverage.

#### **Acupuncture Therapy Expenses**

Acupuncture therapy treatments may be included as Covered Medical Expenses if they are performed in lieu of anesthesia which would have otherwise been recognized. To be covered, the treatment must be performed by (not under the direction of) a physician for the treatment of any one of the following illnesses:

- Sciatica:
- Neuritis:
- Postherapeutic Neuralgia;
- Tic Douloureux;
- Chronic Headaches (e.g. migraine);
- Osteoarthritis:
- Rheumatoid Arthritis; or
- Myofascial Complaints (e.g. neck and lower back pains).

Acupuncture is considered a non-surgical procedure as it does not involve incision in accordance with a surgical procedure.

#### **Convalescent Facility Expenses**

Charges made by a **convalescent facility** for the following services and supplies. They must be furnished to a person while confined to convalesce from a disease or injury.

- Board and room. This includes charges for services, such as general nursing care, made
  in connection with room occupancy. Not included is any charge for daily board and
  room in a private room over the Private Room Limit.
- Use of special treatment rooms.
- X-ray and lab work.
- Physical, occupational or speech therapy.
- Oxygen and other gas therapy.
- Other medical services usually given by a **convalescent facility**. This does not include private or special nursing, or **physicians** services.
- Medical supplies.

Benefits will be paid for no longer than the Convalescent Days during any one calendar year.

#### Limitations To Convalescent Facility Expenses

This section does not cover charges made for treatment of:

- Drug addiction.
- Non-psychotic chronic organic brain syndrome.\*
- · Alcoholism.
- Senility.
- Mental retardation.
- Any other mental disorder.

\*Non-psychotic chronic organic brain syndrome (disease) means a basic mental condition of variable duration characteristically resulting from diffuse or generalized impairment of brain tissue function from whatever cause. The duration of the condition can vary.

**NOTE:** These limitations apply to Convalescent Facility Expenses only. They may be included as Covered Expenses in other areas of your coverage.

#### **Home Health Care Expenses**

Home health care expenses are covered if:

- the charge is made by a home health care agency; and
- the care is given under a home health care plan; and
- the care is given to a person in his or her home.

Home health care expenses are charges for:

- Part-time or intermittent care by an **R.N.** or by an **L.P.N.** if an **R.N.** is not available.
- Part-time or intermittent home health aide services for patient care.
- Physical, occupational, and speech therapy.
- The following to the extent they would have been covered under this Plan if the person had been confined in a **hospital** or **convalescent facility**:

medical supplies;

drugs and medicines prescribed by a physician; and

lab services provided by or for a home health care agency.

There is a maximum to the number of visits covered in a calendar year. Each visit by a nurse or therapist is one visit. Each visit of up to 4 hours by a home health aide is one visit.

#### Limitations To Home Health Care Expenses

This section does not cover charges made for:

- Services or supplies that are not a part of the home health care plan.
- Services of a person who usually lives with you or who is a member of your or your wife's or husband's family.
- · Services of a social worker.
- Transportation.

**NOTE:** These limitations apply to Home Health Care Expenses only. They may be included as Covered Expenses in other areas of your coverage.

#### **Skilled Nursing Care Expenses**

The charges made by a **R.N.** or **L.P.N.** or a nursing agency for "skilled nursing services" are included as Covered Medical Expenses. No other charges made by a **R.N.** or **L.P.N.** or

a nursing agency are covered. As used here, "skilled nursing services" means these services:

- Visiting nursing care by a **R.N.** or **L.P.N.** Visiting nursing care means a visit of not more than 4 hours for the purpose of performing specific skilled nursing tasks.
- Private duty nursing by a **R. N.** or **L.P.N.** if the person's condition requires skilled nursing care and visiting nursing care is not adequate.

Benefits will not be paid during a calendar year for private duty nursing for any shifts in excess of the Private Duty Nursing Care Maximum Shifts. Each period of private duty nursing of up to 8 hours will be deemed to be one private duty nursing shift.

#### Limitations to Skilled Nursing Care Expenses

Not included as "skilled nursing services" is:

- that part or all of any nursing care that does not require the education, training and technical skills of a **R.N.** or **L.P.N.**; such as transportation, meal preparation, charting of vital signs and companionship activities; or
- any private duty nursing care, given while the person is an inpatient in a **hospital** or other health care facility; or
- care provided to help a person in the activities of daily life; such as bathing, feeding, personal grooming, dressing, getting in and out of bed or a chair, or toileting; or
- care provided solely for skilled observation except as follows:

for no more than one 4 hour period per day for a period of no more than 10 consecutive days following the occurrence of:

change in patient medication;

need for treatment of an **emergency condition** by a **physician**, or the onset of symptoms indicating the likely need for such services;

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surgery; or
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release from inpatient confinement; or

• any service provided solely to administer oral medicines; except where applicable law requires that such medicines be administered by a **R.N.** or **L.P.N.** 

**NOTE:** These limitations apply to Skilled Nursing Care Expenses only. They may be included as Covered Expenses in other areas of your coverage.

#### **Short-Term Rehabilitation Expenses**

The charges made by:

- a physician; or
- a licensed or certified physical, occupational or speech therapist;

for the following services for treatment of acute conditions are Covered Medical Expenses.

Short-term rehabilitation is therapy which is expected to result in the improvement of a body function (including the restoration of the level of an existing speech function), which has been lost or impaired due to:

- an injury;
- a disease; or
- congenital defect.

Short-term rehabilitation services consist of:

- physical therapy;
- occupational therapy; or
- speech therapy,

furnished to a person who is not confined as an inpatient in a **hospital** or other facility for medical care. This therapy shall be expected to result in significant improvement of the person's condition within 60 days from the date the therapy begins.

The charges for Short-Term Rehabilitation services are Covered Medical Expenses for no longer than the Short-Term Rehabilitation Maximum Days for each person during any one calendar year.

#### Limitations to Short-Term Rehabilitation Expenses

Not covered as Short-Term Rehabilitation Expenses are charges for:

- Services which are covered to any extent under any other part of this Plan.
- Any services which are covered expenses in whole or in part under any other group plan sponsored by an Employer.
- Services received while the person is confined in a hospital or other facility for medical care.
- Services not performed by a **physician** or under his or her direct supervision.
- Services rendered by a physical, occupational, or speech therapist who resides in the person's home or who is a part of the family of either the person or the person's spouse.
- Services rendered for the treatment of delays in speech development, unless resulting from:

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disease;
injury; or
congenital defect.
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• Special education, including lessons in sign language, to instruct a person whose ability to speak has been lost or impaired to function without that ability.

Also, not covered are any services unless they are provided in accordance with a specific treatment plan which:

- details the treatment to be rendered and the frequency and duration of the treatment.
- provides for ongoing reviews and is renewed only if therapy is still necessary.

**NOTE:** These limitations apply to Short-Term Rehabilitation Expenses only. They may be included as Covered Expenses in other areas of your coverage.

#### **Hospice Care Expenses**

Charges made for the following furnished to a person for **Hospice Care** when given as a part of a **Hospice Care Program** are included as Covered Medical Expenses.

#### Facility Expenses

The charges made in its own behalf by a:

- · hospice facility;
- hospital; or
- convalescent facility;

which are for:

#### **Inpatient Care**

• Board and roomand other services and supplies furnished to a person while a full-time inpatient for:

pain control; and

other acute and chronic symptom management.

 Not included is any charge for daily board and room in a private room over the Private Room Limit.

#### **Outpatient Care**

• Services and supplies furnished to a person while not confined as a full-time inpatient.

#### Other Expenses For Outpatient Care

Charges made by a **Hospice Care Agency** for:

- Part-time or intermittent nursing care by an **R.N.** or **L.P.N.** for up to 8 hours in any one day.
- Medical social services under the direction of a **physician**. These include:

assessment of the person's:

social, emotional, and medical needs; and

the home and family situation;

identification of the community resources which are available to the person; and

assisting the person to obtain those resources needed to meet the person's assessed needs.

- Psychological and dietary counseling.
- Consultation or case management services by a **physician**.
- Physical and occupational therapy.
- Part-time or intermittent home health aide services for up to 8 hours in any one day. These consist mainly of caring for the person.
- Medical supplies.
- Drugs and medicines prescribed by a physician.

Charges made by the providers below for Outpatient Care, but only if: the provider is not an employee of a **Hospice Care Agency**; and such Agency retains responsibility for the care of the person.

- A physician for consultant or case management services.
- A physical or occupational therapist.

#### • A Home Health Care Agency for:

physical and occupational therapy;

part-time or intermittent home health aide services for up to 8 hours in any one day; these consist mainly of caring for the person;

medical supplies;

drugs and medicines prescribed by a physician; and

psychological and dietary counseling.

#### Limitations to Hospice Care Expenses

Not covered as Hospice Care Expenses are charges made for:

- For bereavement counseling.
- For funeral arrangements.
- For pastoral counseling.
- For financial or legal counseling. This includes estate planning and the drafting of a will.
- For homemaker or caretaker services. These are services which are not solely related to care of the person. These include: sitter or companion services for either the person who is ill or other members of the family; transportation; housecleaning; and maintenance of the house.
- For respite care. This is care furnished during a period of time when the person's family or usual caretaker cannot, or will not, attend to the person's needs.

**NOTE:** These limitations apply to Hospice Care Expenses only. They may be included as Covered Expenses in other areas of your coverage.

#### **Infertility Services Expenses**

Even though not incurred for treatment of a disease or injury, Covered Medical Expenses will include expenses incurred by a covered female for infertility if all of the following tests are met:

- There exists a condition that is a demonstrated cause of infertility and has been recognized by a gynecologist or infertility specialist who is a **Preferred Care Provider**.
- The procedures are performed while not confined in a **hospital** or any other facility as an inpatient.
- For a female under age 35, she has not been able to conceive after one year or more without contraception or 12 cycles of artificial insemination; and for a female age 35 and older, she has not been able to conceive after six months without contraception or 6 cycles of artificial insemination.
- FSH levels are less than or equal to 19 miU on day 3 of the menstrual cycle.
- The infertility is not caused by voluntary sterilization or a hysterectomy.
- A successful pregnancy cannot be attained through less costly treatment for which coverage is available under this Plan.

The following infertility services expenses will be Covered Medical Expenses:

- Ovulation induction with menotropins, subject to a maximum of 6 courses of treatment in a covered person's lifetime.
- Artificial insemination, subject to a maximum of 6 courses of treatment in a covered person's lifetime.

These expenses will be covered on the same basis as for disease.

A course of treatment is one cycle of treatment that corresponds to one ovulation attempt.

In figuring the above Lifetime Maximums, Aetna will take into consideration all of the following, whether past or present:

- Services received while covered, under a plan of benefits on an individual or group basis, whether insured or self-insured, offered by Aetna or one of its affiliated companies; and
- Services received while covered under a plan of benefits on an individual or group basis, whether insured or self-insured, offered by any other carrier; and
- Services received while no plan coverage was provided.

Not covered are charges for:

- Purchase of donor sperm or storage of sperm.
- Care of donor egg retrievals or transfers.
- Cryopreservation or storage of cryopreserved embryos.
- · Gestational carrier programs.
- **Prescription drugs**, including injectable infertility medications (coverage for injectable infertility medications is described in the section on Prescription Drug Benefits).
- Home ovulation prediction kits.
- In vitro fertilization, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, and intracytoplasmic sperm injection.
- Frozen embryo transfers, including thawing.
- Reversal of sterilization surgery.
- Services and supplies furnished by a Non-Preferred Care Provider.

#### **Other Medical Expenses**

These Other Medical Expenses are covered at the Payment Percentage indicated on the Summary of Coverage after any applicable deductible is met. They include:

- Charges made by a physician.
- Charges for the following:

Diagnostic lab work and X-rays.

X-rays, radium, and radioactive isotope therapy.

Anesthetics and oxygen.

• Rental of durable medical or surgical equipment.

The initial purchase of such equipment and accessories needed to operate it; this is covered only if Aetna is shown that:

long term use is planned; and

the equipment cannot be rented; or it is likely to cost less to buy it than to rent it.

Repair or replacement of such purchased equipment and accessories. Replacement will be covered only if Aetna is shown that:

it is needed due to a change in the person's physical condition; or

it is likely to cost less to buy a replacement than to repair the existing equipment or to rent like equipment.

Not included are charges for more than one item of equipment for the same or similar purpose.

"Durable Medical and Surgical Equipment" is equipment that is:

made to withstand prolonged use;

made for and mainly used in the treatment of disease or injury;

suited for use in the home;

not normally of use to persons who do not have a disease or injury;

not for use in altering air quality or temperature;

not for exercise or training.

- Artificial limbs and eyes. These are not included: eye exams and eyeglasses; hearing aids; orthopedic shoes or other devices to support the feet.
- The first external breast prosthesis and for the first bra designed exclusively for use with such prosthesis when such a prosthesis follows a medically necessary mastectomy. Replacements are not covered.
- Speech therapy required as a direct result of a disease or accidental bodily injury.
- Professional ambulance service to transport a person from the place where he is
  injured or stricken by disease to the first hospital where treatment is given or to
  transport an individual to another hospital or facility when medically necessary.

#### **National Medical Excellence Program ® (NME)**

The NME Program coordinates all solid organ and bone marrow transplants and other specialized care that can not be provided within an **NME Patient's** local geographic area. When care is directed to a facility ("Medical Facility") more than 100 miles from the person's home, this Plan will pay a benefit for Travel and Lodging Expenses, but only to the extent described below.

#### Travel Expenses

These are expenses incurred by an **NME Patient** for transportation between his or her home and the Medical Facility to receive services in connection with a procedure or treatment.

Also included are expenses incurred by a **Companion** for transportation when traveling to and from an **NME Patient's** home and the Medical Facility to receive such services.

#### **Lodging Expenses**

These are expenses incurred by an **NME Patient** for lodging away from home while traveling between his or her home and the Medical Facility to receive services in connection with a procedure or treatment.

The benefit payable for these expenses will not exceed the Lodging Expenses Maximum per person per night.

Also included are expenses incurred by a **Companion** for lodging away from home:

• while traveling with an **NME Patient** between the **NME Patient's** home and the Medical Facility to receive services in connection with any listed procedure or treatment; or

• when the **Companion's** presence is required to enable an **NME Patient** to receive such services from the Medical Facility on an inpatient or outpatient basis.

The benefit payable for these expenses will not exceed the Lodging Expenses Maximum per person per night.

For the purpose of determining NME Travel Expenses or Lodging Expenses, a **hospital** or other temporary residence from which an **NME Patient** travels in order to begin a period of treatment at the Medical Facility, or to which he or she travels after discharge at the end of a period of treatment, will be considered to be the **NME Patient's** home.

#### Travel and Lodging Benefit Maximum

For all Travel Expenses and Lodging Expenses incurred in connection with any one procedure or treatment type:

- The total benefit payable will not exceed the Travel and Lodging Maximum per episode
  of care.
- Benefits will be payable only for such expenses incurred during a period which begins
  on the day a covered person becomes an NME Patient and ends on the earlier to occur
  of:

one year after the day the procedure is performed; and

the date the **NME Patient** ceases to receive any services from the facility in connection with the procedure.

#### Limitations

Travel Expenses and Lodging Expenses do not include, and no benefits are payable for, any charges which are included as Covered Medical Expenses under any other part of this Plan.

Travel Expenses do not include expenses incurred by more than one **Companion** who is traveling with the **NME Patient**.

Lodging Expenses do not include expenses incurred by more than one **Companion** per night.

#### Explanation of Some Important Plan Provisions

#### **Inpatient Hospital Per Confinement Fee**

This is the amount of Inpatient Hospital Expenses you pay for each **hospital** confinement of a person.

The Inpatient Hospital Per Confinement Fee will only be applied once to all **hospital** confinements, regardless of cause, which are separated by less than 10 days.

Expenses used to meet the Inpatient Hospital Per Confinement Fee cannot be used to meet any other applicable deductible. Expenses used to meet any other applicable deductible cannot be used to meet the Inpatient Hospital Per Confinement Fee.

#### **Calendar Year Deductible**

This is the amount of Covered Medical Expenses you pay each calendar year before benefits are paid. There is a Calendar Year Deductible that applies to each person.

#### **Family Deductible Limit**

If Covered Medical Expenses incurred in a calendar year by you and your dependents and applied against the separate Calendar Year Deductibles equal the Family Deductible Limit,

you and your dependents will be considered to have met the separate Calendar Year Deductibles for the rest of that calendar year.

## Non-Preferred Hospital Emergency Room Deductible and Preferred Hospital Emergency Room Copay

A separate Non-Preferred Hospital Emergency Room Deductible or Preferred Hospital Emergency Room Copay applies to each visit for **emergency care**, by a person to a **hospital's** emergency room, unless the person is admitted to the **hospital** as an inpatient immediately following a visit to a **hospital** emergency room.

#### Limitations

#### Mouth, Jaws and Teeth

Expenses for the treatment of the mouth, jaws, and teeth are Covered Medical Expenses, but only those for:

- services rendered; and
- supplies needed;

for the following treatment of or related to conditions of the:

- teeth, mouth, jaws, jaw joints; or
- supporting tissues (this includes bones, muscles, and nerves).

For these expenses, "physician" includes a dentist.

**Hospital** services and supplies received for an inpatient **hospital** confinement required because of the person's condition.

Surgery needed to:

- Treat a fracture, dis location, or wound.
- Cut out cysts, tumors, or other diseased tissues.
- Alter the jaw, jaw joints, or bite relationships by a cutting procedure when appliance therapy alone cannot result in functional improvement.

Non-surgical treatment of infections or diseases. This does not include those of or related to the teeth.

Dental work, surgery and **orthodontic treatment** needed to remove, repair, replace, restore or reposition:

- natural teeth damaged, lost, or removed; or
- other body tissues of the mouth fractured or cut;

due to injury. The **accident** causing the injury must occur while the person is covered under this Plan.

Any such teeth must have been:

- free from decay; or
- in good repair; and
- firmly attached to the jaw bone at the time of the injury.

The treatment must be done in the calendar year of the **accident** or the next one.

#### If:

- crowns (caps); or
- dentures (false teeth); or
- bridgework; or
- in-mouth appliances;

are installed due to such injury, Covered Medical Expenses include only charges for:

- the first denture or fixed bridgework to replace lost teeth;
- the first crown needed to repair each damaged tooth; and
- an in-mouth appliance used in the first course of **orthodontic treatment** after the injury.

Except as provided for injury, not included are charges:

- for in-mouth appliances, crowns, bridgework, dentures, tooth restorations, or any
  related fitting or adjustment services; whether or not the purpose of such services or
  supplies is to relieve pain;
- for root canal therapy;
- for routine tooth removal (not needing cutting of bone).

#### Limitations to Mouth, Jaws and Teeth Expenses

Not included are charges:

- to remove, repair, replace, restore or reposition teeth lost or damaged in the course of biting or chewing;
- to repair, replace, or restore fillings, crowns, dentures or bridgework;
- for periodontal treatment;
- for dental cleaning, in-mouth scaling, planing or scraping;
- for myofunctional therapy; this is: muscle training therapy; or training to correct or control harmful habits.

**NOTE:** These limitations apply to Mouth, Jaws and Teeth Expenses only. They may be included as Covered Expenses in other areas of your coverage.

#### **Family Planning**

The charges made by:

- a physician; or
- a hospital;

for the following even though they are not incurred in connection with the diagnosis or treatment of a disease or injury, are Covered Medical Expenses.

Benefits will be payable for:

- a vasectomy for voluntary sterilization; and
- a tubal ligation for voluntary sterilization.

Not covered are charges for the reversal of a sterilization procedure.

#### **Emergency Room Treatment**

#### **Emergency Care**

If treatment:

- is received in the emergency room of a **hospital** while a person is not a full-time inpatient; and
- the treatment is **emergency care**;

Covered Medical Expenses for charges made by the **hospital** for such treatment will be paid at the Payment Percentage.

#### Non-Emergency Care

If treatment:

- is received in the emergency room of a **hospital** while a person is not a full-time inpatient; and
- the treatment is not emergency care;

Covered Medical Expenses for charges made by the **hospital** for such treatment will be paid at the Reduced Payment Percentage, after any applicable deductible.

No benefit will be paid under any other part of this Plan for charges made by a **hospital** for care in an emergency room that is not **emergency care**.

#### **Spinal Disorder Treatment**

There is a calendar year benefit maximum which applies to Covered Medical Expenses incurred for:

- manipulative (adjustive) treatment; or
- other physical treatment;

of any condition caused by or related to biomechanical or nerve conduction disorders of the spine.

Benefits are limited to 20 visits in any one calendar year for all expenses in connection with such treatment.

The maximum does not apply to expenses incurred:

- while the person is a full-time inpatient in a **hospital**;
- for treatment of scoliosis;
- for fracture care; or
- for surgery. This includes pre and post surgical care given or ordered by the operating **physician**.

#### **Certification For Hospital Admissions**

This certification section applies to admissions other than those for the treatment of alcoholism, drug abuse, or **mental disorders**. A separate section below applies to such admissions.

NOTE: Make sure you, your dependents and your physician know about the certification requirement under your plan. This is especially important in case of an emergency if you are unable to obtain certification for yourself.

If:

- a person becomes confined in a hospital as a full-time inpatient; and
- it has not been certified that such confinement (or any day of such confinement) is necessary; and
- the confinement has not been ordered and prescribed by:

your Primary Care Physician; or

a Preferred Care Provider upon referral by your Primary Care Physician;

Covered Medical Expenses incurred on any day not certified during the confinement will be paid as follows:

• As to Hospital Expenses incurred during the confinement:

If certification has been requested and denied:

No benefits will be paid for Hospital Expenses incurred for board and room.

Benefits for all other Hospital Expenses will be paid at the Payment Percentage.

If certification has not been requested and the confinement (or any day of such confinement) is not **necessary**:

No benefits will be paid for Hospital Expenses incurred for board and room.

As to all other Hospital Expenses:

Expenses, up to the Excluded Amount, will not be deemed to be Covered Medical Expenses.

Benefits for such expenses in excess of the Excluded Amount will be paid at the Payment Percentage.

If certification has not been requested and the confinement (or any day of such confinement) is **necessary**:

Hospital Expenses incurred for board and room, up to the Excluded Amount, will not be deemed to be Covered Medical Expenses.

Benefits for all other Hospital Expenses will be payable at the Payment Percentage.

• As to other Covered Medical Expenses:

Benefits will be paid at the Payment Percentage.

Whether or not a day of confinement is certified, no benefit will be paid for expenses incurred on any day of confinement as a full-time inpatient if excluded by any other terms of this Plan; except that, if certification has been given for a day of confinement, the exclusion of services and supplies because they are not **necessary** will not be applied to expenses for **hospital** room and board.

Certification of days of confinement can be obtained as follows:

If the admission is a **non-urgent admission**, you must get the days certified by calling the number shown on your ID card. This must be done at least 14 days before the date the person is scheduled to be confined as a full-time inpatient. If the admission is an **emergency admission** or an **urgent admission**, you, the person's **physician**, or the **hospital** must get the days certified by calling the number shown on your ID card. This must be done:

- before the start of a confinement as a full-time inpatient which requires an urgent admission: or
- not later than 48 hours following the start of a confinement as a full-time inpatient which requires an **emergency admission**; unless it is not possible for the **physician** to request certification within that time. In that case, it must be done as soon as reasonably possible. (In the event the confinement starts on a Friday or Saturday, the 48 hour requirement will be extended to 72 hours.)

If, in the opinion of the person's **physician**, it is necessary for the person to be confined for a longer time than already certified, you, the **physician** or the **hospital** may request that

more days be certified by calling the number shown on your ID card. This must be done no later than on the last day that has already been certified.

Written notice of the number of days certified will be sent promptly to the **hospital**. A copy will be sent to you and to the **physician**.

NOTE: Obtaining certification for hospital admissions is not required for participants receiving treatment outside the United States.

# Certification for Convalescent Facility Admissions, Home Health Care, Hospice Care, and Skilled Nursing Care

If a person incurs Covered Medical Expenses:

- while confined in a convalescent facility or a hospice facility; or
- for a service or a supply for home health care or **hospice care** while not confined as an inpatient or skilled nursing care; and

it has not been certified that:

- such confinement or any day of it is **necessary**; or
- such other services or supplies (either specifically or as a part of a planned program of care) are **necessary**, and
- the confinement or service or supply has not been ordered or prescribed by:

your Primary Care Physician; or

a Preferred Care Provider upon referral by your Primary Care Physician;

such Covered Medical expenses will be paid only as follows:

• As to Convalescent Facility Expenses and Hospice Care Facility Expenses incurred while confined in a **convalescent facility** or a **hospice facility**:

If certification has been requested and denied:

No benefits will be paid for Convalescent Facility Expenses or Hospice Care Facility Expenses incurred for board and room.

Benefits for all other Convalescent Facility Expenses or Hospice Care Facility Expenses incurred during the confinement will be paid at the Payment Percentage.

If certification has not been requested and the confinement (or any day of such confinement) is not **necessary**:

No benefits will be paid for Convalescent Facility Expenses or Hospice Care Facility Expenses incurred for board and room.

As to all other Convalescent Facility Expenses or Hospice Care Facility Expenses incurred during the confinement:

Expenses, up to the Excluded Amount, will not be deemed to be Covered Medical Expenses.

Benefits for all other such expenses will be paid at the Payment Percentage.

If certification has not been requested and the confinement (or any day of such confinement) is **necessary**:

Convalescent Facility Expenses or Hospice Care Facility Expenses, incurred during the confinement, up to the Excluded Amount, will not be deemed to be Covered Medical Expenses.

Benefits for all other such expenses, incurred during the confinement, will be paid at the Payment Percentage.

As to all other Covered Medical Expenses incurred during the confinement, benefits will be paid at the Payment Percentage.

• As to Covered Medical Expenses incurred for services or supplies either as stated or as a part of a planned program of care for home health care, **hospice care** while not confined as an inpatient, or skilled nursing care:

If certification for a service or supply has been requested and denied or if certification has not been requested and the service or supply is not **necessary**, no benefits will be paid for the denied or unnecessary service or supply.

If certification has not been requested for a service or supply and the service or supply is **necessary**, benefits for the **necessary** service or supply will be paid as follows:

Expenses incurred for the service or supply, up to the Excluded Amount, will not be deemed to be Covered Medical Expenses.

Benefits for all other Covered Medical Expenses incurred for the service or supply will be paid at the Payment Percentage.

Whether or not a day of confinement or a service or supply has been certified, no benefit will be paid if the charges for such confinement or service or supply are excluded by any other terms of this Plan; except that:

• To the extent that a day of confinement has been certified, the exclusion of services and supplies because they are not **necessary** will not apply to:

Convalescent Facility Expenses for room and board; or

Hospice Care Facility Expenses for room and board.

• To the extent that such service or supply has been certified for home health care, hospice care, or skilled nursing care, the exclusion of services or supplies because they are not necessary will not apply to such service or supply.

To get certification you must call the number shown on your ID card. Such certification must be obtained before an expense is incurred.

If a person's **physician** believes that the person needs more days of confinement or services or supplies beyond those which have been already certified you must call to certify more days of confinement or services or supplies.

Prompt written notice will be provided to you of the days of confinement and services or supplies which have been certified.

If:

- services and supplies for hospice care provided to a person have been certified; and
- the person later requires confinement in a **hospital** for pain control or acute symptom management;

any other certification requirement in this Plan will be waived for any such day of confinement in a **hospital**.

#### Certification For Hospital and Treatment Facility Admissions for Alcoholism, Drug Abuse, or Mental Disorders

If, in connection with the treatment of alcoholism, drug abuse, or a **mental disorder**, a person incurs Covered Medical Expenses while confined in a **hospital** or **treatment facility**; and

- it has not been certified that such confinement (or any day of such confinement) is **necessary**; and
- the confinement has not been ordered and prescribed by:

the BHCC; or

#### a **Preferred Care Provider** upon referral by the BHCC:

Covered Medical Expenses incurred on any day not certified during the confinement will be paid only as follows:

With respect to expenses for **hospital** and **treatment facility** board and room:

If certification has been requested and denied, or if certification has not been requested and the confinement (or any day of it) is not **necessary**, no benefits will be paid.

If certification has not been requested and the confinement is **necessary**, such expenses, up to the Excluded Amount, will not be Covered Medical Expenses.

With respect to all other hospital and treatment facility expenses:

If certification has been requested and denied, or if certification has not been requested and the confinement is **necessary**, such expenses, up to the Excluded Amount, will not be Covered Medical Expenses.

If certification has not been requested and the confinement is not **necessary**, no benefits will be paid.

Whether or not a day of confinement is certified, no benefits will be payable for Covered Medical Expenses incurred on any day of confinement as a full-time inpatient if excluded by any other terms of this Plan; except that, if certification has been given for any day of confinement, the exclusions of services and supplies because they are not **necessary** will not be applied to **hospital** and **treatment facility** board and room.

To get the days certified, you must call the number shown on your ID card. Such certification must be obtained before confinement as a full-time inpatient, or in the case of an **emergency admission**, within 48 hours after the start of a confinement as a full-time inpatient or as soon as reasonably possible.

If the person's **physician** believes that the person needs more days of confinement beyond those which have already been certified, additional days of confinement must be certified. This must be done no later than on the last day that has already been certified.

#### Treatment of Alcoholism, Drug Abuse or Mental Disorders

Certain expenses for the treatment shown below are Covered Medical Expenses.

#### Inpatient Treatment

If a person is a full-time inpatient either:

- in a hospital; or
- in a treatment facility;

then the coverage is as shown below.

Certain expenses for the following are covered:

- Treatment of the medical complications of alcoholism or drug abuse. This means things such as cirrhosis of the liver, delirium tremens or hepatitis.
- Effective treatment of alcoholism or drug abuse.
- Treatment of a mental disorder.

The expenses covered are those for:

- Board and room. Not covered is any **charge** for daily **board and room** in a private room over the Private Room Limit.
- Other **necessary** services and supplies.

#### **Outpatient Treatment**

Expenses incurred for the **effective treatment of alcoholism or drug abuse** or the treatment of **mental disorders** while the person is not confined as a full-time inpatient in a **hospital** or **treatment facility** will be considered Covered Medical Expenses.

Benefits will not be paid for more than the Special Outpatient Calendar Year Maximum Visits in any one calendar year.

#### **Prescription Drug Expense Coverage**

Prescription Drug Expense Coverage is merely a name for the benefits in this section. It does not provide benefits covering expenses incurred for all prescription drugs. There are exclusions, copayment features, and, if applicable to this Plan, deductible and maximum benefit features. They are described in the Booklet.

The Summary of Coverage outlines the Payment Percentages that apply to the Covered Prescription Drug Expenses described below.

## An Explanation of Certain Terms

**Prescription Drugs.** Any of the following:

- A drug, biological, or compounded **prescription** which, by Federal Law: may be dispensed only by **prescription** and which is required to be labeled "Caution: Federal Law prohibits dispensing without **prescription**."
- Injectable insulin, glucose test strips and lancets.
- Injectable fertility drugs.
- Disposable needles and syringes which are purchased to administer a covered injectable prescription drug or agent.

**Participating Agreement.** An agreement between Aetna and a Pharmacy with terms regarding payment for Prescription Drugs dispensed under the agreement.

*Pharmacy.* An establishment where Prescription Drugs are legally dispensed.

*Mail Order Pharmacy*. An establishment where Prescription Drugs are legally dispensed by mail.

**Participating Pharmacy** (**Preferred Pharmacy**). A Pharmacy, including a Mail Order Pharmacy, which is party to an Agreement with Aetna to dispense drugs to persons covered under this Plan, but only:

- while the Participating Agreement remains in effect; and
- when such a Pharmacy dispenses a Prescription Drug under the terms of its Participating Agreement with Aetna.

**Non-Participating Pharmacy** (**Non-Preferred Pharmacy**). A Pharmacy not party to a Participating Agreement with Aetna, or a Pharmacy who is party to such a Participating Agreement but who does not dispense Prescription Drugs in accordance with its terms.

*Prescriber*. A physician or dentist who is licensed in the United States and has the legal authority to write an order for a Prescription Drug.

*Prescription.* An order of a Prescriber for a Prescription Drug. If it is an oral order, it must be promptly put in writing by the Pharmacy.

*Generic Prescription Drug or Medicines*. A Prescription Drug which is not protected by trademark registration, but is produced and sold under the chemical formulation name.

*Service Area.* This is the geographic area, as determined by Aetna, in which Preferred Pharmacies for this Plan are located.

*Emergency Situation.* This means the sudden and at that time, unexpected onset of a change in a person's physical or mental condition which, if the treatment was not performed right away could, as determined by Aetna, reasonably be expected to result in:

- loss of life or limb; or
- significant impairment to bodily function; or
- permanent dysfunction of a body part.

## Prescription Drug Expense Benefit

If a Prescription Drug is dispensed by a Preferred Pharmacy to a person for treatment of a disease or injury, a benefit will be paid, determined from the Benefit Amount section, but only if the Preferred Pharmacy's charge for the drug is more than the Copay or Fee per prescription or refill.

In an emergency situation only, a benefit will be paid determined from the Benefit Amount section, for a Prescription Drug dispensed by a Non-Preferred Pharmacy.

#### Benefit Amount

The Benefit Amount for each covered Prescription Drug or refill will be an amount equal to the Payment Percentage (100%) of the total charges in excess of the Copay or Fee per prescription or refill as shown in the Summary of Coverage. The total charge is determined by:

- the Preferred Pharmacy, including a Mail Order Pharmacy; and
- Aetna.

Any amount so determined will be paid to the Preferred Pharmacy on your behalf.

No benefit will be paid for a Prescription Drug dispensed by a Non-Preferred Pharmacy under this benefit section, except in an emergency situation. In an emergency situation, the benefit amount for each covered Prescription Drug or refill is equal to the Payment Percentage (100%) of the Preferred Pharmacy's charge for the drug, in excess of the Copay or Fee per prescription or drug.

If the prescriber does not indicate that a brand name drug has to be dispensed to fill a prescription and there is a generic equivalent available, but you decide you want the brand name drug, a Separate Brand Name Fee will have to be paid by you, in addition to any applicable copay. The amount of the Separate Brand Name Fee will be equal to the difference between the cost of the brand name drug and the generic equivalent. Therefore, the Separate Brand Name Fee will apply to any brand name drug dispensed unless:

- there is no generic equivalent to the brand name drug;
- the **preferred pharmacy** is unable to supply the generic drug at the time the **prescription** is presented; or
- the **prescriber** indicates that the generic drug should not be dispensed.

#### Limitations

#### No benefits are paid:

- For a device of any type unless specifically included above as Prescription Drugs.
- For any drug entirely consumed at the time and place it is prescribed.
- For less than a 30 day supply of any drug dispensed by a Mail Order Pharmacy.
- For the administration or injection of any drug.
- For contraceptive drugs, except oral contraceptives.
- For more than 48 dispensing kits per year for injectable drugs which are used for treatment of migraine headaches.
- For appetite suppressants and weight control drugs.
- For any smoking cessation aids or drugs. However, Nicorette may be covered as an "Other Medical Expense" under your Comprehensive Medical Expense Coverage if

Aetna determines such aid is medically necessary to treat certain conditions accentuated by smoking.

- For cosmetic drugs.(e.g., Rogaine).
- For immunization agents (e.g., routine or travel related).
- For any "over the counter" drugs (non-prescription) unless specifically included in the definition of a prescription drug.
- For any prescription drugs obtainable without a prescription on an "over-the counter" basis.
- For more than a 30 day supply per prescription or refill. However, this limitation does not apply to a supply of up to 90 days per Prescription or refill for drugs which are provided by a Mail Order Pharmacy.
- For any refill of a drug if it is more than the number of refills specified by the Prescriber. Aetna, before recognizing charges, may require a new Prescription, or evidence as to need, if the Prescriber has not specified the number of refills, or if the frequency or number of Prescriptions or refills appears excessive under accepted medical practice standards.
- For any refill of a drug dispensed more than one year after the latest Prescription for it or as permitted by the law of the jurisdiction in which the drug is dispensed.
- For any drug provided by or while the person is an inpatient in any healthcare facility; or for any drug provided on an outpatient basis in any such institution to the extent benefits are paid for it under any other part of this Plan, or under any other medical or prescription drug expense benefit plan carried or sponsored by your Employer.

# **General Exclusions**

# General Exclusions Applicable To Health Expense Coverage

#### Coverage is not provided for the following charges:

• Charges for services and supplies:

Not **necessary**, as determined by Aetna, for the diagnosis, care or treatment of the physical or mental condition involved. This applies even if they are prescribed, recommended or approved by the attending **physician** or **dentist**.

Which any school system is required to provide under any law.

- Those for care, treatment, services or supplies that are not prescribed, recommended, and approved by the person's attending **physician** or **dentist**.
- Those for or in connection with services or supplies that are, as determined by Aetna, to be experimental or investigational. A drug, a device, a procedure or treatment will be determined to be experimental or investigational if:

there are insufficient outcomes data available from controlled clinical trials published in the peer reviewed literature to substantiate its safety and effectiveness for the disease or injury involved; or

if required by the FDA, approval has not been granted for marketing; or

a recognized national medical or dental society or regulatory agency has determined, in writing, that it is experimental, investigational or for research purposes; or

the written protocol or protocols used by the treating facility or the protocol or protocols of any other facility studying substantially the same drug, device, procedure or treatment or the written informed consent used by the treating facility or by another facility studying the same drug, device, procedure or treatment states that it is experimental, investigational or for research purposes.

However, this exclusion will not apply with respect to services or supplies (other than drugs) received in connection with a disease; if Aetna determines that:

the disease can be expected to cause death within one year, in the absence of effective treatment; and

the care or treatment is effective for that disease or shows promise of being effective for that disease as demonstrated by scientific data. In making this determination Aetna will take into account the results of a review by a panel of independent medical professionals. They will be selected by Aetna. This panel will include professionals who treat the type of disease involved.

Also, this exclusion will not apply with respect to drugs that:

have been granted treatment investigational new drug (IND) or Group c/treatment IND status; or

are being studied at the Phase III level in a national clinical trial sponsored by the National Cancer Institute;

if Aetna determines that available scientific evidence demonstrates that the drug is effective or shows promise of being effective for the disease.

- Those for or related to services, treatment, education testing or training related to learning disabilities or developmental delays.
- Those for care furnished mainly to provide a surrounding free from exposure that can worsen the person's disease or injury.
- Those for or related to the following types of treatment: primal therapy; rolfing; psychodrama; megavitamin therapy; bioenergetic therapy; vision perception training or carbon dioxide therapy.
- Those for treatment of covered health care providers who specialize in the mental health care field and who receive treatment as a part of their training in that field.
- Those for services of a resident **physician** or intern rendered in that capacity.
- Those to the extent they are not **reasonable charges**, as determined by Aetna.
- Those that are made only because there is coverage.
- Those that a covered person is not legally obliged to pay.
- Those, as determined by Aetna, to be for custodial care.
- To the extent allowed by the law of the jurisdiction where the group contract is delivered, those for services and supplies:

Furnished, paid for, or for which benefits are provided or required by reason of the past or present service of any person in the armed forces of a government.

Furnished, paid for or for which benefits are provided or required under any law of a government. (This does not include a plan established by a government for its own employees or their dependents or Medicaid.)

- Those for or related to any eye surgery mainly to correct refractive errors.
- Those for education or special education or job training whether or not given in a facility that also provides medical or psychiatric treatment.
- Those for plastic surgery, reconstructive surgery, cosmetic surgery or other services and supplies which improve, alter or enhance appearance, whether or not for psychological or emotional reasons; except to the extent needed to:

Improve the function of a part of the body that is not a tooth or structure that supports the teeth and is malformed:

as a result of a severe birth defect; this includes harelip or webbed fingers or toes;

as a direct result of disease; or surgery performed to treat a disease or injury.

Repair an injury which occurs while the person is covered under this Plan. Surgery must be performed in the calendar year of the accident which causes the injury; or in the next calendar year.

- Those that are for therapy or for supplies or for counseling for sexual dysfunctions or inadequacies that do not have a physiological or organic basis.
- Those for or related to sex change surgery or to any treatment of gender identity disorders.
- Those for or related to artificial insemination, in vitro fertilization or embryo transfer procedures.
- Those for the reversal of a sterilization procedure.
- Those for or in connection with marriage, family, child, career, social adjustment, pastoral or financial counseling.
- Those for or in connection with speech therapy. This exclusion does not apply to charges for speech therapy that is expected to restore speech to a person who has lost existing speech function (the ability to express thoughts, speak words, and form sentences) as the result of a disease or injury.

#### Any exclusion above will not apply to the extent that:

- coverage is specifically provided by name in your Booklet; or
- coverage of the charges is required under any law that applies to the coverage.

These excluded charges will not be used when figuring benefits.

Any charge for a service or supply furnished by a **Preferred Care Provider** in excess of such provider's **Negotiated Charge** for that service or supply will not be a covered expense under the plan of benefits. This rule will not apply to any service or supply for which a benefit is provided under Medicare before the benefits of the group contract are paid.

# **Coordination of Benefits**

#### **Other Plans Not Including Medicare**

Some persons have group health coverage in addition to coverage under this Plan. Under these circumstances, it is not intended that a plan provide duplicate benefits. For this reason, many plans, including this Plan, have a "coordination of benefits" provision.

Under the coordination of benefits provision of this Plan, the amount normally reimbursed under this Plan is reduced to take into account payments made by "other plans".

When this and another health expenses coverage plan applies, the order in which the various plans will pay benefits must be figured. This will be done as follows using the first rule that applies:

- 1. A plan with no rules for coordination with other benefits will be deemed to pay its benefits before a plan which contains such rules.
- 2. A plan which covers a person other than as a dependent will be deemed to pay its benefits before a plan which covers the person as a dependent; except that if the person is also a Medicare beneficiary and as a result of the Social Security Act of 1965, as amended, Medicare is:
  - secondary to the plan covering the person as a dependent; and
  - primary to the plan covering the person as other than a dependent;

the benefits of a plan which covers the person as a dependent will be determined before the benefits of a plan which:

- · covers the person as other than a dependent; and
- is secondary to Medicare.
- 3. Except in the case of a dependent child whose parents are divorced or separated; the plan which covers the person as a dependent of a person whose birthday comes first in a calendar year will be primary to the plan which covers the person as a dependent of a person whose birthday comes later in that calendar year. If both parents have the same birthday, the benefits of a plan which covered one parent longer are determined before those of a plan which covered the other parent for a shorter period of time.

If the other plan does not have the rule described in this provision (3) but instead has a rule based on the gender of the parent and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

- 4. In the case of a dependent child whose parents are divorced or separated:
  - a. If there is a court decree which states that the parents shall share joint custody of a dependent child, without stating that one of the parents is responsible for the health care expenses of the child, the order of benefit determination rules specified in (3) above will apply.
  - b. If there is a court decree which makes one parent financially responsible for the medical, dental or other health care expenses of such child, the benefits of a plan

which covers the child as a dependent of such parent will be determined before the benefits of any other plan which covers the child as a dependent child.

c. If there is not such a court decree:

If the parent with custody of the child has not remarried, the benefits of a plan which covers the child as a dependent of the parent with custody of the child will be determined before the benefits of a plan which covers the child as a dependent of the parent without custody.

If the parent with custody of the child has remarried, the benefits of a plan which covers the child as a dependent of the parent with custody shall be determined before the benefits of a plan which covers that child as a dependent of the stepparent. The benefits of a plan which covers that child as a dependent of the stepparent will be determined before the benefits of a plan which covers that child as a dependent of the parent without custody.

5. If 1, 2, 3 and 4 above do not establish an order of payment, the plan under which the person has been covered for the longest will be deemed to pay its benefits first; except that:

The benefits of a plan which covers the person on whose expenses claim is based as a:

- laid-off or retired employee; or
- the dependent of such person;

shall be determined after the benefits of any other plan which covers such person as:

- an employee who is not laid-off or retired; or
- a dependent of such person.

If the other plan does not have a provision:

- regarding laid-off or retired employees; and
- as a result, each plan determines its benefits after the other;

then the above paragraph will not apply.

The benefits of a plan which covers the person on whose expenses claim is based under a right of continuation pursuant to federal or state law shall be determined after the benefits of any other plan which covers the person other than under such right of continuation.

If the other plan does not have a provision:

- regarding right of continuation pursuant to federal or state law; and
- as a result, each plan determines its benefits after the other;

then the above paragraph will not apply.

The general rule is that the benefits otherwise payable under this Plan for all expenses incurred in a calendar year will be reduced by all "other plan" benefits payable for those expenses. When the coordination of benefits rules of this Plan and an "other plan" both agree that this Plan determines its benefits before such other plan, the benefits of the other plan will be ignored in applying the general rule above to the claim involved.

In order to administer this provision, Aetna can release or obtain data. Aetna can also make or recover payments.

When this provision operates to reduce the total amount of benefits otherwise payable as to a person covered under this Plan during a calendar year, each benefit that would be payable in the absence of this provision will be reduced proportionately. Such reduced amount will be charged against any applicable benefit limit of this Plan.

#### Other Plan

This means any other plan of health expense coverage under:

- Group insurance.
- Any other type of coverage for persons in a group. This includes plans that are insured and those that are not.
- No-fault auto insurance required by law and provided on other than a group basis. Only the level of benefits required by the law will be counted.

#### **Coordination of Benefits Examples**

The following information is provided to help clarify specific situations which may arise in the coordination of benefits when a person is covered under more than one plan.

#### Example One

A female employee works for a NAF employer and is covered under the DOD sponsored medical plan. She elects family coverage, and enrolls her husband as a dependent. At the same time, her husband works for a different employer (other than any branch of the US armed forces) and also elects family coverage under *his* employer sponsored medical plan. He names his wife as a dependent under such plan.

For the medical care of the female NAF employee, the DOD sponsored medical plan of benefits will be considered primary. Her husband's plan (under which she is a dependent) would be considered secondary.

For the medical care of the husband, his employer's plan of benefits (under which he is covered as an employee) would be considered primary. The DOD sponsored medical plan of benefits would be considered secondary.

#### Example Two

If a retiree of a NAF employer:

- has post-retirement medical coverage under the DOD sponsored medical plan; and
- is also eligible for post-retirement coverage under another employer's medical plan (provided that the employer is not a branch of the US armed forces); and
- the same person is covered as a dependent spouse under a Tricare (military) plan;

For the medical care of a retiree who meets the conditions above, the plan of benefits considered to be primary will be either the DOD sponsored medical plan, or the plan sponsored by the person's other former employer. The plan in which the person has been enrolled for a greater length of time will be considered the primary plan.

The Tricare plan will always be the last plan to pay benefits when other plans of benefits are involved.

# Effect of A Health Maintenance Organization Plan (HMO Plan) On Coverage

If you are in an Eligible Class and have chosen coverage under an HMO Plan offered by your Employer, you and your eligible dependents will be excluded from Health Expense Coverage on the date of your coverage under such HMO Plan.

If you are in an Eligible Class and are covered under an HMO Plan, you can choose to change to coverage for yourself and your covered dependents under this Plan. If you:

- Live in an HMO Plan enrollment area and choose to change coverage during a plan selection or an open enrollment period, coverage will take effect on the first day of the contract period which follows the plan selection or open enrollment period. There will be no rules for waiting periods or preexisting conditions.
- Live in an HMO Plan enrollment area and choose to change coverage when there is not an open enrollment period, coverage will take effect only if and when your Employer and Aetna gives written consent.
- Move from an HMO Plan enrollment area or if the HMO discontinues and you choose to change coverage within 31 days of the move or the discontinuance, coverage will take effect on the date you elect such coverage. There will be no restrictions for waiting periods or preexisting conditions. If you choose to change coverage after 31 days, coverage will take effect only if and when Aetna gives its written consent.

Any extensions of benefits under this Plan for disability or pregnancy will not always apply on and after the date of a change to an HMO Plan. They will apply only if the person is not covered at once under the HMO Plan because he or she is in a **hospital** not affiliated with the HMO. If you give evidence that the HMO Plan provides an extension of benefits for disability or pregnancy, coverage under this Plan will be extended. The extension will be for the same length of time and for the same conditions as the HMO Plan provides. It will not be longer than the first to occur of:

- the end of a 90 day period; and
- the date the person is not confined.

No benefits will be paid for any charges for services rendered or supplies furnished under an HMO Plan.

### **Effect of Prior Coverage**

If the coverage of any person under any part of this Plan replaces any prior coverage of the person, the rules below apply to that part.

"Prior coverage" is any plan of group accident and health coverage that has been replaced by coverage under part or all of this Plan. It must have been sponsored by a NAF employer. The replacement can be complete or in part for the Eligible Class to which you belong. Any such plan is prior coverage if provided by another group contract or any benefit section of this Plan.

Coverage under any section of this Plan will be in exchange for all privileges and benefits provided under any like prior coverage. Any benefits provided under such prior coverage may reduce benefits payable under this Plan.

#### **Effect of Medicare**

Health Expense Coverage will be changed for any person while eligible for Medicare.

A person is "eligible for Medicare" if he or she:

- is covered under it;
- is not covered under it because of:

having refused it;

having dropped it;

having failed to make proper request for it.

#### These are the changes:

- All health expenses covered under this Plan will be reduced by any Medicare benefits available for those expenses. This will be done before the health benefits of this Plan are figured.
- Charges used to satisfy a person's Part B deductible under Medicare will be applied under this Plan in the order received by Aetna. Two or more charges received at the same time will be applied starting with the largest first.
- Medicare benefits will be taken into account for any person while he or she is eligible
  for Medicare. This will be done whether or not he or she is entitled to Medicare
  benefits.
- Any rule for coordinating "other plan" benefits with those under this Plan will be applied after this Plan's benefits have been figured under the above rules. Allowable Expenses will be reduced by any Medicare benefits available for those expenses.

Coverage will not be changed at any time when your Employer's compliance with federal law requires this Plan's benefits for a person to be figured before benefits are figured under Medicare.

# DOD NAF Health Benefits Plan Primary to Medicare

Federal law requires that for certain covered individuals who elect the Plan as primary coverage, such plan benefits will be payable before any benefits available through Medicare. Medicare's benefits, if any, will be secondary to this Plan.

#### Federal law applies to the following individuals:

- an active employee regardless of age,
- a totally disabled employee if not terminated or retired,
- a dependent wife or husband, who is eligible for Medicare, of an active employee or a totally disabled employee if not terminated or retired, and
- any other covered individual for whom this Plan's benefits are payable because of compliance with such Federal law.

If this Plan is the primary coverage, Aetna will determine the benefits payable without considering the benefits for Medicare.

For any individual eligible for Medicare due to End Stage Renal Disease (ESRD), the Uniform plan will be considered to be the primary plan of benefits for the first 30 months

of a persons entitlement. Such plan benefits will be payable before any benefits available through Medicare. Medicare will become primary beginning with the 31<sup>st</sup> month of entitlement due to ESRD.

# DOD NAF Health Benefits Plan Secondary to Medicare

A Medicare (*Government Exclusion*) approach is applicable to persons listed below who are eligible for Medicare:

- a retired employee,
- a totally disabled employee who is terminated or retired,
- a dependent, who is eligible for Medicare, of a retired employee or totally disabled employee who is terminated or retired, and
- any other covered dependent for whom this Plan's benefits are payable because of compliance with Federal law.

**NOTE**: When this Plan is secondary to Medicare, coverage will be provided under the provisions of the Traditional Choice Plan.

## Under this Government Exclusion approach, this is how your Comprehensive Medical Expense Coverage changes if you are eligible for Medicare:

- 1. All health expenses covered under this Plan will be reduced by any Medicare benefits available for those expenses. This will be done before the health benefits of this Plan are figured.
- 2. Charges used to satisfy a person's Part B deductible under Medicare will be applied under this Plan in the order received by Aetna. Two or more charges received at the same time will be applied starting with the largest first.
- 3. Medicare benefits will be taken into account for any person while he or she is eligible for Medicare. This will be done whether or not he or she is entitled to Medicare benefits.
- 4. Any rule for coordinating "other plan" benefits with those under this Plan will be applied after this Plan's benefits have been figured under the above rules. Allowable Expenses will be reduced by any Medicare benefits available for those expenses.
- 5. A participant, otherwise eligible for Medicare, who is unable to receive the benefits of Medicare while residing outside the U.S., the Commonwealth of Puerto Rico, the Virgin Islands, Guam or American Samoa, will be entitled to medical expense benefits without reduction for Medicare. This provision only applies to your medical treatment performed outside the U.S. If you reside outside the U.S. or a territory, you should participate in Part B of Medicare. If you receive medical treatment in the U.S. this plan's benefits will be reduced as if you were enrolled in Part B.

# General Information About Your Coverage

#### Termination of Coverage

Coverage under this Plan terminates at the first to occur of:

- When employment ceases. Ceasing active work will be deemed to be cessation of employment.
- When the group contract terminates as to the coverage.
- When you are no longer in an Eligible Class. (This may apply to all or part of your coverage.)
- When you fail to make any required contribution.

Your Employer will notify Aetna of the date your employment ceases for the purposes of termination of coverage under this Plan. This date will be either the date you cease active work or the day before the next premium due date following the date you cease active work. Your Employer will use the same rule for all employees.

If you are not at work due to disease, injury, temporary lay-off or leave of absence your employment may be continued until stopped by your Employer.

If you cease active work, ask your Employer if any coverage can be continued.

#### **Dependents Coverage Only**

A dependent's coverage will terminate at the first to occur of:

- Termination of all dependents' coverage under the group contract.
- When a dependent becomes covered as an employee.
- When such person is no longer a defined dependent.
- When your coverage terminates.

#### Continuation of Coverage For Surviving Dependents

If you die as an active employee covered under any part of this Plan, and had completed more than 90 days of participation in the Department of Defense Nonappropriated Fund Health Benefits, and if your dependents are enrolled as a dependent in the Plan on the day of your death, any Health Expense Coverage then in force for your dependents will be continued at no cost to them, for the first four months following your death.

If at the time of your death you had completed more than 90 days, <u>but less than 15</u> years of participation in the Department of Defense Nonappropriated Fund Health Benefits Program, your covered dependents, including your spouse, will be eligible for up to 36 months of medical coverage through the Temporary Continuation of Coverage Program described on Pages 72-75 of this booklet. Four months of this coverage will be paid by your Employer. At the end of the four month period following your death, this coverage is available to your dependents at a cost of 102% of the total employer and employee premium.

If at the time of your death you had completed 15 or more years of participation in the Department of Defense Nonappropriated Fund Health Benefits Program, and were participating in an applicable defined benefit retirement plan, surviving dependents will, following the four months of employer-paid coverage, be required to make contributions toward the cost of their coverage equal to the contributions then being charged to active employees for like coverage. Coverage for your spouse will continue indefinitely, regardless of remarriage. Dependents acquired by your surviving spouse upon remarriage are precluded from coverage.

Under the above sections, any dependents' coverage (other than coverage for your spouse) will cease when any one of the following happens:

- A dependent ceases to be a defined dependent.
- A dependent becomes eligible for like coverage under this Plan.

If Health Expense Coverage is being continued for your dependents, your child born after your death will also be covered. The completed enrollment form must be returned to your Human Resources Manager within 31 days of the date the child is born.

Proof of claim may be given by your spouse or by the custodial guardian of a minor child. Benefits will be paid to the person providing the proof.

#### **Children With Disabilities**

Health Expense Coverage for your fully handicapped child may be continued past the maximum age for a dependent child if the child has not been issued a personal medical conversion policy.

Your child is fully handicapped if:

- he or she is not able to earn his or her own living because of mental retardation or a
  physical handicap which started prior to the date he or she reaches the maximum age for
  dependent children; and
- he or she depends chiefly on you for support and maintenance.

Proof that your child is fully handicapped must be submitted to Aetna no later than 31 days after the date your child reaches the maximum age.

Coverage will cease on the first to occur of:

- Cessation of the handicap.
- Failure to give proof that the handicap continues.
- Failure to have any required exam.
- Termination of Dependent Coverage as to your child for any reason other than reaching the maximum age.

Aetna will have the right to require proof of the continuation of the handicap. Aetna also has the right to examine your child as often as needed while the handicap continues at its own expense. An exam will not be required more often than once each year after 2 years from the date your child reached the maximum age.

# Conversion of Medical Expense Coverage

This Plan permits certain persons whose Medical Expense Coverage has ceased to convert to a personal medical policy if you have been covered under this Plan for at least 3 months. No medical exam is needed. You and your family members may convert when all coverage ceases because your employment ceases or you cease to be in an eligible

class. You may not convert if coverage ceases because the group contract has discontinued as to your medical coverage.

The personal policy may cover:

- you only; or
- you and all of your family members who are covered under this Plan when your coverage ceases; or
- if you die before you retire, all your family members, or your spouse only, who are covered under this Plan when your coverage ceases.

Also, if your own coverage continues, your dependents can apply if they cease to be a dependent as defined in this Plan.

You may convert when you become a retired employee. Conversion to a personal policy is not necessary if you qualify for continued Medical Expense Coverage after you retire. If you choose to continue Medical Expense Coverage after you retire, this conversion privilege will not again be available to you.

The personal policy must be applied for within 31 days after coverage ceases or would otherwise cease without a provision to continue coverage for retired employees. The 31 days start on the date coverage actually ceases even if the person is still eligible for benefits because the person is totally disabled.

Aetna may decline to issue the personal policy if:

- It is applied for in a jurisdiction in which Aetna cannot issue or deliver the policy.
- On the date of conversion, a person is covered, eligible or has benefits available under one of the following:

any other hospital or surgical expense insurance policy;

any hospital service or medical expense indemnity corporation subscriber contract;

any other group contract;

any statute, welfare plan or program;

and that with the converted policy, would result in overinsurance or match benefits.

No one has the right to convert if you have been covered under this Plan for less than 3 months. Also, no person has the right to convert if:

- he or she has used up the maximum benefit; or
- he or she becomes eligible for any other Medical Expense Coverage under this Plan.

The personal policy form, and its terms, will be of a type, for group conversion purposes:

- as required by law or regulation; or
- as then offered by Aetna under your Employer's conversion plan.

It will not provide coverage which is the same as coverage under this Plan. The level of coverage may be less and an overall Lifetime Maximum Benefit will apply.

The personal policy may contain either or both of:

• A statement that benefits under it will be cut back by any like benefits payable under this Plan after your coverage ceases.

A statement that Aetna may ask for data about your coverage under any other plan.
 This may be asked for on any premium due date of the personal policy. If you do not give the data, expenses covered under the personal policy may be reduced by expenses which are covered or provided under those plans.

The personal policy will state that Aetna has the right to refuse renewal under some conditions. These will be shown in that policy.

If you or your dependent want to convert:

- Your Employer should be asked for a copy of the "Notice of Conversion Privilege and Request" form.
- Send the completed form to the address shown.

If a person is eligible to convert, information will be sent about the personal policy for which he or she may apply. If you are residing overseas at that time, you will not be eligible to convert unless you return to the United States within 31 days from the date your coverage under this Plan ceases.

The first premium for the personal policy must be paid at the time the person applies for that policy. The premium due will be Aetna's normal rate for the person's class and age, and the form and amount of coverage.

The personal policy will take effect on the day after coverage terminates under this Plan.

#### Type of Coverage

Coverage under this Plan is **non-occupational**. Only **non-occupational** accidental **injuries** and **non-occupational diseases** are covered. Any coverage for charges for services and supplies is provided only if they are furnished to a person while covered.

Conditions that are related to pregnancy may be covered under this Plan. The Summary of Coverage will say if they are.

#### **Physical Examinations**

Aetna will have the right and opportunity to have a physician or dentist of its choice examine any person for whom certification or benefits have been requested. This will be done at all reasonable times while certification or a claim for benefits is pending or under review. This will be done at no cost to you.

#### Legal Action

No legal action can be brought to recover under any benefit after 3 years from the deadline for filing claims.

Aetna will not try to reduce or deny a benefit payment on the grounds that a condition existed before a person's coverage went into effect, if the loss occurs more than 2 years from the date coverage commenced. This will not apply to conditions excluded from coverage on the date of the loss.

#### **Assignments**

Coverage may be assigned only with the written consent of Aetna.

#### **Recovery of Benefits Paid**

As a condition to payment of benefits under this Plan for expenses incurred by a covered person due to injury or illness for which a third party may be liable:

• The Plan shall, to the extent of benefits it has paid, be subrogated to (has the right to pursue) all rights of recovery of covered persons against:

such third party; or

a person's insurance carrier in the event of a claim under the uninsured or underinsured auto coverage provision of an auto insurance policy.

• The Plan shall have the right to recover from the covered person amounts received by judgment, settlement, or otherwise from:

such third party or his or her insurance carrier; or

any other person or entity, which includes the auto insurance carrier which provides the covered person's uninsured or underinsured auto insurance coverage.

• The covered person (or person authorized by law to represent the covered person if he or she is not legally capable) shall:

execute and deliver any documents that are required; and

do whatever else is necessary to secure such rights.

#### **Recovery of Overpayment**

If a benefit payment is made by Aetna, to or on behalf of any person, which exceeds the benefit amount such person is entitled to receive in accordance with the terms of the group contract, this Plan has the right:

- to require the return of the overpayment on request; or
- to reduce by the amount of the overpayment, any future benefit payment made to or on behalf of that person or another person in his or her family.

Such right does not affect any other right of recovery this Plan may have with respect to such overpayment.

#### **Reporting of Claims**

A claim must be submitted to Aetna in writing. It must give proof of the nature and extent of the medical expense. Your may obtain claim forms through your Employer or through Aetna Member Services.

All claims should be reported promptly. The deadline for filing a claim for any benefits is 90 days after the date of the loss causing the claim.

If, through no fault of your own, you are not able to meet the deadline for filing claim, your claim will still be accepted if you file as soon as possible. Unless you are legally incapacitated, late claims will not be covered if they are filed more than 2 years after the deadline.

#### **Payment of Benefits**

Benefits will be paid as soon as the necessary written proof to support the claim is received.

All benefits are payable to you. However, this Plan has the right to pay any health benefits to the service provider. This will be done unless you have told Aetna otherwise by the time you file the claim.

This Plan may pay up to \$1,000 of any benefit to any of your relatives whom it believes fairly entitled to it. This can be done if the benefit is payable to you and you are a minor or not able to give a valid release. It can also be done if a benefit is payable to your estate.

#### **Records of Expenses**

Keep complete records of the expenses of each person. They will be required when a claim is made.

Very important are:

Names of **physicians**, **dentists** and others who furnish services.

Dates expenses are incurred.

Copies of all bills and receipts.

#### **Additional Provisions**

The following additional provisions apply to your coverage.

- You cannot receive multiple coverage under this Plan because you are connected with more than one Employer.
- In the event of a misstatement of any fact affecting your coverage under this Plan, the true facts will be used to determine the coverage in force.

This document describes the main features of this Plan. Additional provisions are described elsewhere in the Plan Document on file with your Employer. If you have any questions about the terms of this Plan or about the proper payment of benefits, you may obtain more information from your Employer.

Your Employer hopes to continue this Plan indefinitely but, as with all group plans, this Plan may be changed or discontinued as to all or any class of employees.

# Glossary

The following definitions of certain words and phrases will help you understand the benefits to which the definitions apply. Some definitions which apply only to a specific benefit appear in the benefit section. If a definition appears in a benefit section and also appears in the Glossary, the definition in the benefit section will apply in lieu of the definition in the Glossary.

#### **Board and Room Charges**

Charges made by an institution for board and room and other **necessary** services and supplies. They must be regularly made at a daily or weekly rate.

#### Companion

This is a person whose presence as a **Companion** or caregiver is necessary to enable an **NME Patient**:

- to receive services in connection with an NME procedure or treatment on an inpatient or outpatient basis; or
- to travel to and from the facility where treatment is given.

#### **Convalescent Facility**

This is an institution that:

• Is licensed to provide, and does provide, the following on an inpatient basis for persons convalescing from disease or injury:

professional nursing care by a **R.N.**, or by a **L.P.N.** directed by a full-time **R.N.**; and

physical restoration services to help patients to meet a goal of self-care in daily living activities.

- Provides 24 hour a day nursing care by licensed nurses directed by a full-time **R.N.**
- Is supervised full-time by a physician or R.N.
- Keeps a complete medical record on each patient.
- Has a utilization review plan.
- Is not mainly a place for rest, for the aged, for drug addicts, for alcoholics, for mental retardates, for custodial or educational care, or for care of mental disorders.
- Makes charges.

#### Copay

This is a fee, charged to a person, which represents a portion of the applicable expense. It is specified in the Summary of Coverage.

#### **Custodial Care**

This means services and supplies furnished to a person mainly to help him or her in the activities of daily life. This includes board and room and other institutional care. The person does not have to be disabled. Such services and supplies are custodial care without regard to:

- by whom they are prescribed; or
- by whom they are recommended; or
- by whom or by which they are performed.

#### Dentist

This means a legally qualified dentist. Also, a **physician** who is licensed to do the dental work he or she performs.

#### **Directory**

This is a listing of **Preferred Care Providers** in the **Service Area** covered under this Plan, which is given to your Employer for distribution to all employees covered under this Plan.

#### **Durable Medical and Surgical Equipment**

This means no more than one item of equipment for the same or similar purpose, and the accessories needed to operate it, that is:

- made to withstand prolonged use;
- made for and mainly used in the treatment of a disease or injury;
- suited for use in the home;
- not normally of use to persons who do not have a disease or injury;
- not for use in altering air quality or temperature;
- not for exercise or training.

Not included is equipment such as: whirlpools; portable whirlpool pumps; sauna baths; massage devices; overbed tables; elevators; communication aids; vision aids; and telephone alert systems.

#### **Effective Treatment of Alcoholism Or Drug Abuse**

This means a program of alcoholism or drug abuse therapy that is prescribed and supervised by a **physician** and either:

- has a follow-up therapy program directed by a **physician** on at least a monthly basis; or
- includes meetings at least twice a month with organizations devoted to the treatment of alcoholism or drug abuse.

These are not effective treatment:

- Detoxification. This means mainly treating the aftereffects of a specific episode of alcoholism or drug abuse.
- Maintenance care. This means providing an environment free of alcohol or drugs.

#### **Emergency Admission**

One where the **physician** admits the person to the **hospital** or **treatment facility** right after the sudden and at that time, unexpected onset of a change in a person's physical or mental condition which:

- requires confinement right away as a full-time inpatient; and
- if immediate inpatient care was not given could, as determined by Aetna, reasonably be expected to result in:

loss of life or limb; or

significant impairment to bodily function; or

permanent dysfunction of a body part.

#### **Emergency Care**

This means the first treatment given in a **hospital's** emergency room right after the sudden and, at that time, unexpected onset of a change in a person's physical or mental condition which:

• requires **hospital** level care because:

the care could not safely and adequately have been provided other than in a **hospital**; or

adequate care was not available elsewhere in the area at the time and place it was needed: and

• if the **hospital** level care was not given could, as determined by Aetna, reasonably be expected to result in:

loss of life or limb; or

significant impairment to bodily function; or

permanent dysfunction of a body part.

#### **Emergency Condition**

This means the sudden and, at that time, unexpected onset of a change in a person's physical or mental condition which, if the procedure or treatment was not performed right away could, as determined by Aetna, reasonably be expected to result in:

- loss of life or limb; or
- significant impairment to bodily function; or
- permanent dysfunction of a body part.

#### **Generic Drug**

A **prescription drug** which is not protected by trademark registration, but is produced and sold under the chemical formulation name.

#### **Home Health Care Agency**

This is an agency that:

- mainly provides skilled nursing and other therapeutic services; and
- is associated with a professional group which makes policy; this group must have at least one **physician** and one **R.N.**; and
- has full-time supervision by a **physician** or a **R.N**.; and
- keeps complete medical records on each person; and
- · has a full-time administrator; and
- meets licensing standards.

#### **Home Health Care Plan**

This is a plan that provides for care and treatment of a disease or injury. The care and treatment must be:

- prescribed in writing by the attending physician; and
- an alternative to confinement in a hospital or convalescent facility.

#### **Hospice Care**

This is care given to a **terminally ill** person by or under arrangements with a **Hospice Care Agency**. The care must be part of a **Hospice Care Program**.

#### **Hospice Care Agency**

This is an agency or organization which:

- Has **Hospice Care** available 24 hours a day.
- Meets any licensing or certification standards set forth by the jurisdiction where it is.
- Provides:

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skilled nursing services; and
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medical social services; and

psychological and dietary counseling.

• Provides or arranges for other services which will include:

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services of a physician; and
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physical and occupational therapy; and

part-time home health aide services which mainly consist of caring for **terminally ill** persons; and

inpatient care in a facility when needed for pain control and acute and chronic symptom management.

• Has personnel which include at least:

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one physician; and
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one R.N.; and
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one licensed or certified social worker employed by the Agency.

- Establishes policies governing the provision of **Hospice Care**.
- Assesses the patient's medical and social needs.
- Develops a **Hospice Care Program** to meet those needs.
- Provides an ongoing quality assurance program. This includes reviews by **physicians**, other than those who own or direct the Agency.
- Permits all area medical personnel to utilize its services for their patients.
- Keeps a medical record on each patient.
- Utilizes volunteers trained in providing services for non-medical needs.
- Has a full-time administrator.

#### **Hospice Care Program**

This is a written plan of **Hospice Care**, which:

• Is established by and reviewed from time to time by:

a physician attending the person; and

appropriate personnel of a Hospice Care Agency.

• Is designed to provide:

palliative and supportive care to **terminally ill** persons; and

supportive care to their families.

• Includes:

an assessment of the person's medical and social needs; and

a description of the care to be given to meet those needs.

#### **Hospice Facility**

This is a facility, or distinct part of one, which:

- Mainly provides inpatient **Hospice Care** to **terminally ill** persons.
- Charges its patients.
- Meets any licensing or certification standards set forth by the jurisdiction where it is.
- Keeps a medical record on each patient.
- Provides an ongoing quality assurance program; this includes reviews by **physicians** other than those who own or direct the facility.
- Is run by a staff of **physicians**; at least one such **physician** must be on call at all times.
- Provides, 24 hours a day, nursing services under the direction of a R.N.
- · Has a full-time administrator.

#### **Hospital**

This is a place that:

- Mainly provides inpatient facilities for the surgical and medical diagnosis, treatment, and care of injured and sick persons.
- Is supervised by a staff of **physicians**.
- Provides 24 hour a day **R.N.** service.
- Is not mainly a place for rest, for the aged, for drug addicts, for alcoholics, or a nursing home.
- Makes charges.

#### L.P.N.

This means a licensed practical nurse.

#### **Mental Disorder**

This is a disease commonly understood to be a mental disorder whether or not it has a physiological or organic basis and for which treatment is generally provided by or under the direction of a mental health professional such as a psychiatrist, a psychologist or a psychiatric social worker. A mental disorder includes; but is not limited to:

- Alcoholism and drug abuse.
- Schizophrenia.
- Bipolar disorder.
- Pervasive Mental Developmental Disorder (Autism).
- · Panic disorder.
- Major depressive disorder.
- Psychotic depression.
- Obsessive compulsive disorder.

For the purposes of benefits under this Plan, mental disorder will include alcoholism and drug abuse only if any separate benefit for a particular type of treatment does not apply to alcoholism and drug abuse.

#### **NME Patient**

This is a person who:

- requires any of the NME procedure and treatment types for which the charges are a Covered Medical Expense; and
- contacts Aetna and is approved by Aetna as an NME Patient; and

• agrees to have the procedure or treatment performed in a **hospital** designated by Aetna as the most appropriate facility.

#### **Necessary**

A service or supply furnished by a particular provider is necessary if Aetna determines that it is appropriate for the diagnosis, the care or the treatment of the disease or injury involved.

To be appropriate, the service or supply must:

- be care or treatment, as likely to produce a significant positive outcome as, and no more likely to produce a negative outcome than, any alternative service or supply, both as to the disease or injury involved and the person's overall health condition;
- be a diagnostic procedure, indicated by the health status of the person and be as likely to result in information that could affect the course of treatment as, and no more likely to produce a negative outcome than, any alternative service or supply, both as to the disease or injury involved and the person's overall health condition; and
- as to diagnosis, care and treatment be no more costly (taking into account all health expenses incurred in connection with the service or supply) than any alternative service or supply to meet the above tests.

In determining if a service or supply is appropriate under the circumstances, Aetna will take into consideration:

- information provided on the affected person's health status;
- reports in peer reviewed medical literature;
- reports and guidelines published by nationally recognized healthcare organizations that include supporting scientific data;
- generally recognized professional standards of safety and effectiveness in the United States for diagnosis, care or treatment;
- the opinion of health professionals in the generally recognized health specialty involved; and
- any other relevant information brought to Aetna's attention.

In no event will the following services or supplies be considered to be necessary:

- those that do not require the technical skills of a medical, a mental health or a dental professional; or
- those furnished mainly for the personal comfort or convenience of the person, any person who cares for him or her, any person who is part of his or her family, any healthcare provider or healthcare facility; or
- those furnished solely because the person is an inpatient on any day on which the person's disease or injury could safely and adequately be diagnosed or treated while not confined; or
- those furnished solely because of the setting if the service or supply could safely and adequately be furnished in a physician's or a dentist's office or other less costly setting.

#### **Negotiated Charge**

This is the maximum charge a **Preferred Care Provider** has agreed to make as to any service or supply for the purpose of the benefits under this Plan.

#### **Non-Occupational Disease**

A non-occupational disease is a disease that does not:

- arise out of (or in the course of) any work for pay or profit; or
- result in any way from a disease that does.

A disease will be deemed to be non-occupational regardless of cause if proof is furnished that the person:

- is covered under any type of workers' compensation law; and
- is not covered for that disease under such law.

#### **Non-Occupational Injury**

A non-occupational injury is an accidental bodily injury that does not:

- arise out of (or in the course of) any work for pay or profit; or
- result in any way from an injury which does.

#### **Non-Preferred Care**

This is a health care service or supply furnished by a health care provider that is not **Preferred Care**.

#### **Non-Preferred Care Provider**

This is:

- a health care provider that has not contracted to furnish services or supplies at a **Negotiated Charge**; or
- a **Preferred Care Provider** that is furnishing services or supplies without the referral of a **Primary Care Physician**.

#### **Non-urgent Admission**

One which is not an emergency admission or an urgent admission.

#### **Orthodontic Treatment**

This is any:

- medical service or supply; or
- dental service or supply;

furnished to prevent or to diagnose or to correct a misalignment:

- of the teeth; or
- of the bite; or
- of the jaws or jaw joint relationship;

whether or not for the purpose of relieving pain.

Not included is:

- the installation of a space maintainer; or
- a surgical procedure to correct malocclusion.

#### **Parent-Child Relationship**

A parent-child relationship exists between you and a child when the child is primarily dependent on you for support and the child is:

- unmarried;
- resides in the same household as you;
- has not reached the limiting age of the plan; and
- if school age and regularly attending school, resides primarily in your home.

When a natural parent lives in the same household, a parent-child relationship exists between you and a child only when both the natural parent and the child are primarily

dependent upon you for support and the natural parent as well as the child meet the IRS dependency tests.

#### **Pharmacy**

An establishment where **prescription drugs** are legally dispensed.

#### **Physician**

This means a legally qualified physician.

#### **Preferred Care**

This is a health care service or supply furnished by:

- A person's **Primary Care Physician**, or a **Preferred Care Provider** on the referral of the **Primary Care Physician**.
- A Non-Preferred Care Provider on the referral of the person's Primary Care Physician and if approved by Aetna.
- Any health care provider for an emergency condition when travel to a Preferred Care Provider or referral by a person's Primary Care Physician prior to treatment is not feasible.

Preferred Care is also care which is recommended and approved by the BHCC.

#### **Preferred Care Provider**

This is a health care provider that has contracted to furnish services or supplies for a **Negotiated Charge**; but only if the provider is, with Aetna's consent, included in the **Directory** as a Preferred Care Provider for:

- the service or supply involved; and
- the class of employees of which you are member.

#### **Primary Care Physician**

This is the **Preferred Care Provider** who is:

- selected by a person from the list of Primary Care Physicians in the **Directory**;
- responsible for the person's on-going health care; and
- shown on Aetna's records as the person's Primary Care Physician.

#### R.N.

This means a registered nurse.

#### **Reasonable Charge**

Only that part of a charge which is reasonable is covered. The reasonable charge for a service or supply is the lowest of:

- the provider's usual charge for furnishing it; and
- the charge Aetna determines to be appropriate, based on factors such as the cost of
  providing the same or a similar service or supply and the manner in which charges for
  the service or supply are made; and
- the charge Aetna determines to be the prevailing charge level made for it in the geographic area where it is furnished.

In determining the reasonable charge for a service or supply that is:

- unusual; or
- not often provided in the area; or
- provided by only a small number of providers in the area;

Aetna may take into account factors, such as:

- the complexity;
- the degree of skill needed;
- the type of specialty of the provider;
- the range of services or supplies provided by a facility; and
- the prevailing charge in other areas.

#### **Semiprivate Rate**

This is the **charge** for **board and room** which an institution applies to the most beds in its semiprivate rooms with 2 or more beds. If there are no such rooms, Aetna will figure the rate. It will be the rate most commonly charged by similar institutions in the same geographic area.

#### **Service Area**

This is the geographic area, as determined by Aetna in which **Preferred Care Providers** for this Plan are located.

#### **Student**

A student is one who;

- attends school regularly on a full-time basis;
- is not employed full-time (working 7-8 hours a day, 5 days a week); and
- attends a school which:

is an institution which offers a regular schedule of courses on an annual or more frequent basis;

has a full-time faculty and a permanent administration; and

includes some formal classroom sessions rather than just on-the-job training.

#### **Surgery Center**

This is a freestanding ambulatory surgical facility that:

- Meets licensing standards.
- Is set up, equipped and run to provide general surgery.
- · Makes charges.
- Is directed by a staff of **physicians**. At least one of them must be on the premises when surgery is performed and during the recovery period.
- Has at least one certified anesthesiologist at the site when surgery which requires general or spinal anesthesia is performed and during the recovery period.
- Extends surgical staff privileges to:

physicians who practice surgery in an area hospital; and

**dentists** who perform oral surgery.

- Has at least 2 operating rooms and one recovery room.
- Provides, or arranges with a medical facility in the area for, diagnostic x-ray and lab services needed in connection with surgery.
- Does not have a place for patients to stay overnight.
- Provides, in the operating and recovery rooms, full-time skilled nursing services directed by a **R.N.**
- Is equipped and has trained staff to handle medical emergencies.
- It must have:
  - a physician trained in cardiopulmonary resuscitation; and

a defibrillator; and

a tracheotomy set; and

a blood volume expander.

- Has a written agreement with a hospital in the area for immediate emergency transfer of patients. Written procedures for such a transfer must be displayed and the staff must be aware of them.
- Provides an ongoing quality assurance program. The program must include reviews by **physicians** who do not own or direct the facility.
- Keeps a medical record on each patient.

#### **Terminally Ill**

This is a medical prognosis of 6 months or less to live.

#### **Treatment Facility (Alcoholism Or Drug Abuse)**

This is an institution that:

- Mainly provides a program for diagnosis, evaluation, and effective treatment of alcoholism or drug abuse.
- · Makes charges.
- Meets licensing standards.
- Prepares and maintains a written plan of treatment for each patient. The plan must be based on medical, psychological and social needs. It must be supervised by a **physician**.
- Provides, on the premises, 24 hours a day:

Detoxification services needed with its effective treatment program.

Infirmary-level medical services. Also, it provides, or arranges with a **hospital** in the area for, any other medical services that may be required.

Supervision by a staff of **physicians**.

Skilled nursing care by licensed nurses who are directed by a full-time **R.N.** 

#### **Urgent Admission**

One where the **physician** admits the person to the **hospital** due to:

- the onset of or change in a disease; or
- the diagnosis of a disease; or
- an injury caused by an accident;

which, while not needing an **emergency admission**, is severe enough to require confinement as an inpatient in a **hospital** within 2 weeks from the date the need for the confinement becomes apparent.

# Temporary Continuation of Coverage Program

Plan participants are eligible for the continuation provision if they are no longer eligible to participate in the Department of Defense Nonappropriated Fund Health Benefits Program. This Temporary Continuation of Coverage Program applies to any employee, retiree or dependent who is no longer eligible to participate in the NAF HBP for any reason, other than termination for cause.

This continuation provision, known as the Temporary Continuation of Coverage Program, is effective January 1, 2000. This program is administered by Aetna. The Temporary Continuation of Coverage Program is not underwritten by Aetna Life Insurance Company.

This program does NOT apply to participants who qualify for continued medical/dental coverage at no cost to them after retirement (that is, they retire upon an immediate annuity and have 15 years participation in the group plan).

#### Eligible Employees

## Active/Retired employees and their dependents are eligible for the Temporary Continuation of Coverage Program provided:

- The employee has been covered under the Department of Defense Nonappropriated Fund Health Benefits Program for at least 90 days prior to the date the person lost coverage;
- The active/retired employee or his/her dependent is not eligible for Medicare;
- The individual was enrolled in the plan on the day preceding the "qualifying event."

#### **Qualifying Event**

#### "Qualifying Event" for the purposes of this continuation provision is defined as follows:

- 1. Conversion to a non-eligible class.
- 2. Termination of employment for any reason for any reason other than gross misconduct (separation for cause), or
- 3. Retirement.

A qualified participant is eligible to continue medical coverage under the Program for a maximum of 18 months from the date the regular plan (plan covering active participants) of medical coverage terminates.

The following information indicates who is eligible for "single" rate coverage and who is eligible for "family" rate coverage. The applicable contribution (premium) rates are indicated.

#### Continuation of Contributions

#### **General Rules**

The single rate will be charged to anyone who wants coverage only for himself/herself and is eligible for that coverage because of their individual status. Otherwise, the family rate will be charged.

Monthly continuation rates for individuals who want to continue their participation in the group medical program are established as follows:

#### Single Rate

Monthly continuation rates for individuals who want to continue their participation in the group medical program are established to:

- 1. an employee who previously had single coverage;
- 2. an employee who previously had family coverage but only wants to cover himself/herself:
- 3. a spouse OR dependent who was previously covered under the employee's plan but only wants to cover himself/herself when the employee does not want continued coverage;
- 4. a divorced spouse (only) of an employee who is still covered under the plan;
- 5. the underage child of a deceased employee. The surviving spouse and any other underage dependent children are not covered;
- 6. the spouse of a deceased employee, underage children eligible but not covered;
- 7. a child who reaches the limiting age (19 or up to 25 if he/she is a full-time student) may be covered under a single rate even though a former spouse or surviving spouse is covered under a single rate;
- 8. a spouse covered under the single rate must change to the family rate in order to cover a newborn child; cannot cover a new dependent other than through birth or adoption.

#### Single coverage not allowed:

- 1. Death of employee; spouse and one child could not be individually covered as two singles. (Except as noted under "Single Rate," item 7 above.)
- 2. Terminated employee; spouses of underage child who both want coverage could not apply for single coverage individually.
- 3. Terminated employee and spouse could not each apply for single coverage.

#### Family Rate

#### Terminated employees who want to cover themselves and:

- 1. a spouse alone; or
- 2. a child alone; or
- 3. children; or
- 4. a spouse and any number of children; or
- 5. the spouse of a deceased employee. Spouse wishes self coverage and coverage for any number of children.

#### **Enrollment**

An employee has 60 days after the regular plan of medical coverage terminates to enroll in the Program. You must enroll in the plan that is determined by your place of residence.

#### Adjustments

Contribution rates will be adjusted at the same time that active employee contribution rates are adjusted.

#### Conversion

Participants may convert to an individual policy with Aetna, either at the point of termination of employment or later, at the end of the 18-month continuation period. The participant will be notified of the conversion privilege closer to the end of the continuation period.

#### **Termination Provisions**

#### The Program will discontinue as to a participant at the earliest to occur of the following:

- When the participant fails to make required contributions by the due date;
- When the participant becomes eligible for Medicare benefits;
- When the participant becomes eligible under another group coverage medical plan. An exception is made if the new plan contains pre-existing conditions which limit coverage.
- When the participant again becomes eligible for the regular plan of Medical Expense Coverage.
- When the 18 months has elapsed since the participant's regular coverage terminated (36 months for surviving dependents or disabled employees).
- When the plan terminates.

#### Additional Information

The Temporary Continuation of Coverage Program is NOT the same as the Conversion of Medical Expense Coverage Privilege. The major differences between the two programs are shown next. See the individual sections for details on eligibility.

**The Conversion Privilege** allows eligible participants to convert to an INDIVIDUAL medical expense policy *without medical examination*. This coverage is not the same as that provided under the group plan.

The Temporary Continuation of Coverage Program applies to eligible participants who are allowed to "continue" in the <u>GROUP</u> Medical Plan but who pay 102% of the combined Employer/participant contribution rate for whichever continuation plan is selected. Dental Expense Coverage is NOT included. The Continuation Program is available worldwide. Single and Family rates are available based on the criteria established in this section.

The 18-month continuation period does not apply to persons who are eligible for Medicare.

Participation in this program will not count toward accumulated active participation in the plan or qualification for retiree coverage.

#### Temporary Continuation of Coverage for Employees who are Totally Disabled

Employees who are totally disabled when their NAF HBP medical coverage ends will be eligible for continuation of medical coverage for up to 36 months from the date medical coverage ends. The cost of this medical coverage depends on the length of time covered under the Plan. Employees in the Plan for less than 5 years pay 102% for 36 months of coverage, including dependents. Employees in the Plan for 5 or more years will be covered for 12 months with no payment of premiums, then will pay 102% for the next 24 months, including dependents.

The words "totally disabled" mean that due to injury or disease, you are not able to engage in your customary occupation and are not working for pay or profit.

To be eligible for temporary continuation of coverage under the disability provisions, the employee's attending physician must provide evidence of the disability to the Human Resources Office at Aetna. You must submit proof of total disability within 60 days of the date coverage terminated.

The temporary disability coverage for the employee and dependents will cease to apply when the first of the following occurs:

- The employee ceases to be totally disabled.
- The employee becomes eligible for Medicare.
- The employee becomes eligible under another group coverage medical plan. An
  exception is made if the new plan contains pre-existing conditions which limit
  coverage.
- The employee fails to make required contributions by the due date.
- When 36 months has elapsed since the employee's regular DOD NAF HBP coverage ended.
- The plan terminates.

#### **Claim Appeals For Health Expense Benefits**

# Claim Procedures for Health Expense Benefits

Your booklet contains information on reporting claims. Claim forms may be obtained at your place of employment or through Aetna. These forms tell you how and when to file a claim.

If your claim is denied in whole or in part, you will receive a written notice of the denial from your Claim Administrator, Aetna Life Insurance Company. The notice will explain the reason for the denial and the review procedures.

You must exhaust all Aetna formal appeal procedures before submitting a final appeal to your Plan Administrator. Your appeal request must be submitted, in writing, to your Plan Administrator, within 60 days after you receive the notice. Include your reasons for requesting the appeal.

Your appeal will be reviewed and ordinarily you will be notified of the final decision within 60 days of receipt of your request. If special circumstances require an extension of time, you will be notified of such extension during the 60 days following receipt of your request. Your Plan Administrator's decision is final.

This information is provided to you by your employer. We have provided this claim appeal information as an aid to you in keeping claim material related to health coverage together. If you have any questions or problems, contact:

- Your Aetna Claim Office; or
- Your Human Resource Office.